





Class E 531

Book T 79











STATE OF TENNESSEE

AND

THE UNITED STATES.

Extracts from Records, Journals and Documents, for Use in the Matters of Controversy Referred to in House Joint Resolution No. 25, Acts of Tennessee, Page 498, Compiled September 24, 1895.

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# The State of Tennessee

AND

# the United States.

IN THE MATTER OF HOUSE JOINT RESOLUTION  
. NO. 25, PASSED MAY 13, 1895 (ACTS OF  
TENNESSEE, 1895, PAGE 498).

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## PART I.

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The Act to establish a system of Internal Improvements was passed February 11, 1852, and is Chapter 151, page 204, of the Acts of 1851-52.

Section 4 provides for the issuance of \$8,000 per mile for every section of twenty miles, and that the bonds so issued shall be a lien on the section; and also that all the bonds issued shall be a lien on the whole road when completed.

**Acts of 1853-54, Chapter 151, Page 205, Passed  
February 8, 1854.**

This Act amends the Act of February 11, 1852, and provides expressly for aid to be granted upon like terms and conditions to the Edgefield & Kentucky Railroad, and others.

The Act passed February 26, 1856, which is Chapter 235, page 478, of the Acts of 1855-56, among other things, provides for the Winchester & Alabama Railroad to receive aid; and in section 6, that the Edgefield & Kentucky Railroad shall be entitled to do so.

Chapter 58, page 65, of the Acts of 1855-56, passed February 29, 1856, defines the duties of Road Commissioner.

Section 1107, of the Code of 1858, provides for the filing of a bill in the Chancery Court and the appointment of a Receiver against delinquent railroads.

Chapter 9, page 10, of the Acts of 1865-66, passed November 23, 1865, provides for the State to issue bonds to pay the bonds and accumulated interest which had been issued to railroads and had matured.

Chapter 24, page 33, of the Acts of 1865-66, passed January 18, 1866, provides for an additional issuance of bonds to various railroads to reëquip them.

Chapter 17, page 14, of the Acts of 1867-68, passed December 7, 1867, also provides for issuance of new bonds to enumerated railroads.

Chapter 23, page 25, of the Acts of 1870-71, passed December 21, 1870, is the Act under which the bill was filed in the Chancery Court at Nashville for the sale of delinquent railroads.

The Report, dated August 11, 1858, of the Joint Select Committee of 1857-58, appointed to investigate the offices of Comptroller and Secretary of State, shows when and how many bonds were issued to the various roads. *See Stevens v. Tennessee Railroads, Vol. 1, page 509.*

The bill filed in the Chancery Court at Nashville, January 20, 1871, in *The State of Tennessee v. The Edgefield & Kentucky Railroad Company*, shows the indebtedness of the railroads on account of the bonds issued at that date.

The indebtedness was as follows:

Edgefield & Kentucky Railroad.....	\$2,081,179 71
Nashville & Northwestern Railroad.....	4,541,129 41
Memphis, Clarksville & Louisville Railroad...	2,953,795 92
McMinnville & Manchester Railroad .....	1,099,578 00
Winchester & Alabama Railroad .....	1,790,536 70
Southwestern Railroad.....	503,000 00
Knoxville & Kentucky Railroad.....	2,816,176 00
Cincinnati, Cumberland Gap & Charleston R. R.	1,657,108 52
Knoxville & Charleston Railroad.....	816,500 00
Rogersville & Jefferson Railroad.....	513,013 20
East Tennessee & W. North Carolina Railroad..	448,000 00

This bill shows that as early as 1860, or the beginning of 1861, the Governor, under the provisions of the Act of 1852, appointed Adna Anderson receiver of the Edgefield & Kentucky Railroad, and that the receivers since the war were R. B. Cheatham, John B. Brownlow, E. A. Fort and William Connell.

The bonds issued previous to the war aggregated \$961,000. After the war there were issued \$1,275,500. The bonds, with interest, amounted, January 1, 1871, to \$2,081,179.71.

There were issued to the Winchester & Alabama Railroad, prior to the war, \$433,000, and \$984,000 after the war. *See Record in Buchanan, Governor, against the K. & O. R. R.*

**Report to the General Assembly on the Condition of the Railroads in Tennessee, by H. F. Cummins, Road Commissioner.**

*To the Gentlemen of the Senate and House of Representatives*—In compliance with the Act of February 3, 1858, I herewith submit the following report of the business and operations of the railroads in Tennessee, which have made their reports to me for the year 1859.

I have necessarily been delayed in the preparation and presentation of this report, by the want of promptness in some of the railroad companies to forward their reports at the time required by law. Some of them have not yet done

it, and nothing further can be known officially of them than what appears in the published report of my predecessor. These, however, are roads that are merely in progress of construction, and do not approach completion. All the information I have as to their condition will be found under the head of "Roads Commenced and Work Suspended," in tabular statement of the roads in the State. It will be seen that I do not attempt the statistics or progress of the roads for 1858. For that year the present incumbent has no data from which to collect information, as he came into office during the present year. No reports were made to him or, he is informed, to his predecessor, except in one or two instances, and they furnish but few facts not already stated in their reports of 1859.

I have deemed it unnecessary in this report to notice the several lines of roads in contemplation, no portion of which has been placed under contract, or the means provided for their construction.

The following condensed reports of the railroad companies of the State will show to your honorable body the condition of their business operations for the fiscal year ending June 30, 1859:

#### **MEMPHIS & CHARLESTON.**

A reference to the tabular statement of this road is, of itself, enough to show the fact that it properly ranks as one of the great thoroughfares of the nation, connecting the Atlantic Ocean with the Mississippi River. Its cars are at all times crowded with passengers and freight, running from East to West. Its line is intersected necessarily by all roads connecting the Gulf of Mexico with the Ohio and Mississippi, north of its latitude, and the many feeders coming into it at various points with shorter lengths of roadway, all combine to make it one of the most successful railroad enterprises of the age.

The superior judgment which characterizes its manage-



ment can not fail to elicit our admiration, and will, doubtless, result in the increased prosperity of the company.

The figures below show the—

Gross earnings of this road to June 30 .....	\$1,330,812 40
Less road expenses for the year.....	<u>552,776 40</u>
Leaving net earnings .....	\$ 778,036 00

Which is equal to 12½ per cent on the total cost of road and equipments, amounting to \$6,188,033.49. The gross receipts for 1858 (not official) are \$964,401.65, showing an increase for 1859 over 1858 of \$366,401.75. With such results as this, what may not Tennessee expect from her railway system when the whole is completed?

TABLE I.

Total amount of capital stock subscribed .....		\$2,500,000 00
Total amount of capital stock paid in		*2,237,665 00
Amount of State aid granted to roadway .....	\$1,002,000 00	
Amount of State aid granted to bridges	<u>100,000 00</u>	
		1,102,000 00
Amount of State aid received.....		1,100,000 00
Funded debt due on State bonds ....	\$1,100,000 00	
Funded debt due to others than the State .....	<u>1,600,000 00</u>	
		2,700,000 00
Amount of floating debt.....		443,616 01
Cost of roadway .....	\$3,532,809 30	
Cost of iron.....	1,911,494 79	
Cost of equipments .....	<u>744,729 40</u>	
		6,188,033 49
Receipts from passengers.....	\$ 751,923 01	
Receipts from freight .....	509,991 66	
Receipts from all other sources .....	<u>68,897 73</u>	
		1,330,812 40

\* Per last report, capital stock, \$2,240,650. The decrease is accounted for by not having been taken and passed to the credit of capital stock at our last report, and since forfeited and charged off as authorized by the charter.

Total expenditures.....	552,776 40
Net receipts for the year ending June 30, 1859 .....	778,036 00
Cost, per cent, of earnings per year ..	42
Amount of earnings paid to interest on State loan .....	66,000 00
Amount paid on sinking fund .....	16,463 75
Total length of road including branches .....	287.56 miles
Total length of road in Tennessee....	100.20 miles
Total length of road finished, including branches.....	287.56 miles
Total length of road finished in Tennessee.....	100.20 miles

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, Per Cent.</i>	<i>Cash Realized.</i>
Stock.....	\$2,237,665 00	par	\$2,237,665 00
Company bonds.....	1,600,000 00	87.52	1,400,303 24
State stock.....	1,100,000 00	par	1,100,000 00

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>	<i>Convertible or Stock Bonds.</i>
Date of issue.....		May 1, 1854...	All Company Bonds issued are convertible until May, 1864.
Date of payment .....		May 1, 1880...	
Rate of interest ...	Six per cent ..	Seven per cent.	
Int., when payable.	Jan. and July.	May and Nov.	
Int., where payable.	New York....	New York....	
Nature of security..	1st mtg. by law	1st mtg. by deed	
Am't Sinking Fund.	\$16,463.75 pd.		

CHARACTERISTICS OF THE ROAD.

Total length of road.....	271.56 miles.
Total length of road in Tennessee.....	100.20 miles.
Total length of road finished .....	271.56 miles.

Total length of road finished in Tennessee .....	100.20 miles.
Length of branches owned by company.....	16.00 miles.
Length of branches owned by company, finished.	16.00 miles.
Length of road under contract, not finished.....	None.
Length of road graded .....	All.
Length of road under contract, not finished, in Tennessee .....	None.
Length of road graded in Tennessee.....	All.
Aggregate length of sidings, exclusive of branches	20 miles.
Number of sidings and turnouts.....	19 exclusive of regular depots.
Weight of rail per lineal yard on main line.....	60 lbs.
Number of tons per mile on main line .....	105.5 of 2,000 lbs.
Weight of rail per lineal yard on branches.....	60 lbs.
Number of tons per mile on branches.....	105.5
Maximum grade on main line .....	47.5
Maximum grade on branches.....	47.5
Total rise going on main line .....	3726.953 feet.
Total fall on main line .....	3515.808 feet.
Shortest radius of curvature on main line .....	4.5 degrees.
Total degrees of curvature in main road.....	2514.16
Total length of straight line in main road .....	226.35 miles.
Total length of curved line in main road.....	45.21 miles.
Width of earth excavation at grade .....	22 feet.
Average slope of earth excavation .....	1 to 1.
Width of rock excavation at grade.....	18 feet.
Average slope of rock excavation at grade.....	0.25 to 1.
Width of embankments at grade .....	14 feet.
Number of truss bridges .....	13
Aggregate length of truss bridges .....	4557 feet.
Number of draw bridges.....	1
Aggregate length of draw bridge.....	140 feet.
Aggregate length of trestling .....	31,663 feet.
Number of crossties per mile .....	2112
Dimension of crossties .....	8 x 10, 8 x 8, 8.5 ft.
Character of timber used.....	White and post oak and cedar.
Character of joint fastenings .....	Wro't iron chairs.
Weight of wrought and cast iron chairs .....	About 8 lbs.
Number of miles of road ballasted .....	20
Number of railroads crossed at grade .....	2
Number of way stations for express trains .....	33
Number of flag stations .....	26
Number of engine houses .....	5
Number of machine shops.....	2
Number of wooden depot buildings.....	24

Number of brick depot buildings .....	9
Number of turntables.....	6
Number of wood and water stations.....	30
Number of repair houses.....	33

EQUIPMENT OF ROAD.

Number of locomotives.....	36
Number of passenger cars.....	38
Number of baggage and express cars.....	14
Number of box freight cars .....	232
Number of platform cars.....	197
Number of gravel cars .....	41
Number of road cars.....	67
Number of stock cars.....	25
Weight of passenger engines (exclusive of tenders)	14 to 26 tons.
Weight of freight engines (exclusive of tenders)..	18 to 24 tons.
Weight of box freight cars .....	9 tons.
Weight of passenger and baggage cars .....	15 tons.
Width and length of passenger and baggage cars..	44x 10 feet.
Width and length of freight cars .....	28x 8 ft. 6 in.

BUSINESS OF THE YEAR IN TRANSPORTATION.

Number of miles run by passenger trains.....	252,397
Number of miles run by freight trains.....	231,335
Number of miles run by other trains .....	78,309
Total number of miles run by all.....	562,041
Number of through passengers.....	53,935
Number of way passengers.....	176,972
Total number of passengers carried in cars.....	230,907
Rate of fare charged per mile for through passen- gers.....	3¼ cents.
Rate charged for through passengers.....	8.84
Rate charged for way passengers .....	4 cents.
Average rate charged for passengers .....	3.8
Rate of speed adopted by express trains, includ- ing stops .....	17.5 miles per hr.
Rate of speed adopted by express trains in motion.....	21 miles per hour.
Rate of speed adopted by accommodation trains, including stops .....	17.5 miles per hr.
Rate of speed adopted by accommodation trains in motion .....	21 miles per hour.
Rate of speed adopted by freight trains, including stops.....	12 miles per hour.

Rate of speed adopted by freight trains in motion.....	15 miles per hour.
Average weight of passenger trains, exclusive of passengers and baggage.....	75 tons.
Average weight of freight trains, exclusive of freight.....	180 tons.
Average number of officers and agents for past year in construction department.....	4
Average number of laborers.....	34
Average number of officers and agents in transportation department.....	57
Average number of laborers in transportation department.....	782
Total average number employes past year.....	877

ACCIDENTS OF PAST YEAR.

Total number of passengers killed.....	1
Total number of other persons killed.....	5
Total number of other persons injured.....	2

NOTES.

- One man on track after dark, supposed to be insane, killed.
- One passenger jumped off cars to avoid paying fare, 25 cents, killed.
- One brakeman attempted to get on cars when in motion, killed.
- One brakeman fell between freight cars when in motion, killed.
- One drunken man staggered on track between engine and cars, killed.
- One conductor of passenger train thrown off track by cattle, killed.
- Two negroes asleep on track at night, injured.

None of the above accidents occurred from negligence or unskillfulness of the employes of the road.

THE NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

Samuel Tate, President; George Robertson, Secretary; W. B. Waldron, W. D., Samuel Cruse, E. D., Treasurers; M. B. Pritchard, Chief Engineer; B. Ayres, W. D., W. J. Ross, E. D., Superintendents.

The principal office and address of the company is at Memphis, Shelby County.

**MISSISSIPPI & TENNESSEE.**

This road is in running order to Panola, Mississippi, a distance of fifty-nine miles. From Panola to Grenada there is an unfinished break of forty miles, which is in progress of construction, and a portion of the grading finished.

The Mississippi & Tennessee falls into the line of the Mississippi Central at Grenada, and that road connects with the New Orleans & Jackson road at Jackson. Thus a continuous line of railway is formed from Memphis to New Orleans. When the Memphis & Ohio, and the Memphis, Clarksville & Louisville complete their lines, a through line in this way will be obtained from Louisville via Memphis to New Orleans.

The tables of this road will show its earnings to October 1, to which reference is made.

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed.....		\$ 859,000 00
Total amount of capital stock paid in		798,285 40
Amount of State aid granted to roadway.....		98,000 00
Amount of State aid received.....		98,000 00
Funded debt due on State bonds ....	\$ 98,000 00	
Funded debt due to others than the State.....	456,949 07	
		<hr/> 554,949 07
Amount of floating debt.....		319,518 06
Cost of road and equipment.....		2,000,000 00
Receipts from passengers.....	65,391 42	
Receipts from freights.....	106,269 56	
Receipts from all other sources.....	5,594 07	
		<hr/> 177,255 95
Total expenditures.....		60,029 49
Net receipts.....		117,226 46
Amount of earnings paid to interest on State loan.....		5,880 00

Total length of road .....	99 miles 300 feet.
Total length of road in Tennessee....	9.75 miles.
Total length of road finished.....	59 miles.
Total length of road finished in Tennessee.....	9.75 miles.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

Stock, amount sold.....	\$798,285 40	
Cash realized for same .....		\$698,285 40
State bonds sold .....	98,000 00	

CLASSES OF FUNDED AND BONDED DEBT.

Date of issue company's bonds, October 1, 1856; date of payment, 1876; rate of interest, 7 per cent; payable October 1 and April 1, in New York; nature of security, first mortgage.

TABLE II.

CHARACTERISTICS OF THE ROAD.

Total length of road .....	99 miles 300 feet.
Total length of road in Tennessee .....	9.75 miles.
Total length of road finished.....	59 miles.
Total length of road finished in Tennessee.....	9.75 miles.
Length of branches owned by company.....	None.
Length of branches owned by company, finished.	None.
Length of road under contract but not finished..	40 miles 300 feet.
Length of road graded.....	9 miles.
Length of road under contract, but not finished in Tennessee .....	None.
Length of road graded in Tennessee.....	9.75 miles.
Number of way stations for express trains.....	8
Number of flag stations.....	8
Number of machine shops .....	1
Number of wooden depot buildings .....	8

EQUIPMENT OF ROAD.

Number of locomotives.....	7
Number of passenger cars.....	5
Number of baggage and express cars .....	4
Number of box freight cars .....	27
Number of platform cars.....	68
Number of gravel cars.....	12
Number of road cars.....	8
Weight of passenger engines (exclusive of tenders)	22 tons each.
Weight of freight engines (exclusive of tenders)..	24 tons each.



BUSINESS OF YEAR IN TRANSPORTATION.

Number of miles run by passenger trains.....	36,500
Number of miles run by freight trains.....	32,350
Number of miles run by other trains .....	1,020
Total number of miles run by all.....	69,870
Number of way passengers.....	59,077
Total number of passengers carried in cars .....	59,077
Average rate charged for passengers .....	4.4 cents.
Rate of speed adopted by express trains, including stops.....	20 miles.
Rate of speed adopted by freight trains, including stops.....	10 miles.
Average weight of passenger trains, exclusive of passengers and baggage.....	40 tons.

ACCIDENTS OF PAST YEAR.

Number of persons injured .....	1
Number of persons killed.....	2

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

F. M. White, President; C. F. Vance, Secretary and Treasurer;  
Niles Merriwether, Chief Engineer; M. W. Newell, Superintendent.

The principal office and address of the company is Memphis,  
Shelby County, Tennessee.

**MISSISSIPPI CENTRAL TENNESSEE.**

This road, like the Mississippi Central, is but an extension  
of the New Orleans & Jackson Railroad from Grand Junction  
to the crossing of the Memphis & Charleston Railroad to  
Jackson, Tenn., at which point it connects with the North  
Division of the Mobile & Ohio Railroad, now in running order  
to Columbus, Ky., a distance of eighty-seven miles.

In a few weeks there will be a continuous line of finished  
railway from Columbus, Ky., via Jackson, Tenn., Grand Junc-  
tion, Holly Springs, Grenada and Jackson, Miss., to New  
Orleans, of which the Mississippi Central is an important link  
in the chain.

The tabular statements of this road will show that its  
affairs have been managed with prudence and economy.



TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed.....		\$3,358,000 00
Total amount of capital stock paid in.....		317,447 26
Amount of State aid granted to roadway.....	\$518,000 00	
Amount of State aid granted to bridges.....	100,000 00	
		<hr/> 618,000 00
Amount of State aid received.....		574,000 00
Funded debt due on State bonds ....	\$529,000 00	
Funded debt due to others than the State.....	103,500 00	
		<hr/> 632,500 00
Amount of floating debt.....		22,368 93
Cost of road and equipment.....		975,618 95
Cost of equipments.....		82,908 64
Receipts from passengers.....	\$ 36,218 81	
Receipts from freights.....	40,258 62	
Receipts from all other sources.....	6,652 38	
Total receipts.....		<hr/> 83,129 81
Total expenditures.....		38,463 15
Net receipts.....		44,666 66
Amount of earnings paid to interest on State loan.....		33,090 00
Total length of road.....	47.4 miles.	
Total length of road in Tennessee, finished.....	47.4 miles.	
Cost of road per mile.....		20,371 70
State aid on roadway, originally.....	\$518,000 00	

Four and one-half miles of road transferred to Mississippi Rail- road Company, and they, also, transferred to Mississippi Cen- tral Railroad Com- pany's bonds to the amount of.....	45,000 00	
	<hr/>	\$473,000 00
State aid to bridges, origi- nally.....	\$100,000 00	
Transferred to Mobile & Ohio Railroad Com- pany.....	44,000 00	
	<hr/>	56,000 00
Amount of State aid received as above.....		\$529,000 00

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, Per Cent.</i>	<i>Cash Realized.</i>	<i>Am't Realized in Iron and Equipments.</i>
Stock.....	\$310,000 00	par	\$310,000 00	
Comp'y bonds.	103,500 00	79	82,577 00	
State bonds....	529,000 90	94	173,210 32	\$327,000 00

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue.....	1855 and 1856....	1857 and 1858.
Date of payment.....	A. D. 1892.....	1862 and 1863.
Rate of interest.....	Six per cent.....	Six per cent.
Int., when payable.....	Jan. and July....	April and Oct.
Int., where payable.....	New York.....	Semi-annually Bolivar, Tenn.
Nature of security.....	Lien by law.....	2d mortgage.

TABLE IV.

CHARACTERISTICS OF ROAD.

Total length of road.....	47.4 miles.
Total length of road in Tennessee.....	47.4 miles.
Total length of road finished .....	47.4 miles.
Total length of road finished in Tennessee.....	47.4 miles.
Length of branches owned by company.....	None.
Length of road under contract not finished.....	None.
Length of road under contract not finished in Tennessee.....	None.
Length of road graded .....	47.4 miles.
Length of road graded in Tennessee.....	47.4 miles.
Aggregate length of sidings, exclusive of branches,	11,900 feet.
Number of sidings and turnouts.....	12
Weight of rail per lineal yard, main line.....	62
Number of tons per mile on main line.....	54.56
Maximum grade on main line.....	50 feet.
Total rise going on main line, Jackson to Mississippi.....	758
Total fall on main line, Jackson to Mississippi...	688
Shortest radius of curvature, main line.....	1432
Total degrees of curvature main line.....	1164
Total length of straight line, Mississippi to Jackson .....	41.15
Total length of curved line on main road.....	9.71
Width of earth excavation at grade.....	20 feet.
Average slope of excavation .....	1.5 to 1
Width of rock excavation at grade.....	No rock.
Width of embankment at grade .....	14 feet.
Number of truss bridges (2 Howe and 3 Beam)...	5
Aggregate length of truss bridges.....	479
Aggregate length of trestling.....	9028
Log drains.....	79
Number of brick culverts.....	28
Number of crossties per mile.....	2,200
Dimensions of crossties.....	6 x 8 [chestnut.
Character of timber used.....	Oak, cypress and
Character of joint fastenings.....	Wro't iron chair.
Weight of wrought or castiron chair.....	8 pounds.
Number of miles of road ballasted.....	None.
Number of miles of road fenced.....	None.
Number of public roads crossed at grade.....	24
Number of railroads crossed at grade.....	None.
Number of way stations for express trains.....	10
Number of flag stations.....	3

Number of engine houses.....	3
Number of machine shops.....	None.
Number of wooden depot buildings.....	3
Number of brick depot buildings.....	3
Number of turntables.....	3
Number of wood and water stations.....	7
Number of repair houses.....	1
Number of cattle guards.....	68
Number of trestles.....	47

EQUIPMENT OF ROAD.

Number of locomotives.....	4
Number of passenger cars.....	3
Number of baggage and express cars.....	2
Number of box freight cars.....	10
Number of platform cars.....	31
Number of gravel cars.....	None.
Number of road cars.....	5
Weight of passenger engines (exclusive of tender)	18 tons.
Weight of freight engines (exclusive of tender)...	22 tons.
Weight of box freight cars.....	5 tons (estimated)
Weight of passenger and baggage cars.....	8 tons (estimated)
Width and length of passenger and baggage cars in feet.....	10 x 46
Width and length of freight cars in feet.....	10 x 26
Number of miles run by passenger trains.....	44,630
Number of miles run by freight trains.....	44,630
Number of miles run by other trains.....	9545
Number of miles run by all.....	54,175
Number of through passengers.....	23,472
Number of way passengers.....	23,472
Rate charged for through passengers.....	4 cents.
Rate charged for way passengers.....	4 cents.
Number of tons of through freight.....	14,264
Average rate of charge per mile of freight.....	8 cents per ton.
Rate of speed by accommodation trains, including stops.....	16 miles an hour.
Rate of speed by accommodation train in motion. (Accommodation is the only train.)	20 miles an hour.
Average number of laborers.....	20
Average number of officers and agents, transport- ation department.....	14
Average number of laborers, transportation department.....	13
Total average number of employes past year....	62
Accidents of past year.....	None.

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

R. J. Neeley, President; Tracy Robinson, Secretary; C. J. Joy, Treasurer; — — —, Chief Engineer; Tracy Robinson, Superintendent.

**NASHVILLE & CHATTANOOGA.**

This road was the pioneer road of the State, was built under great difficulties and for a large part of the way through a mountainous country, and necessarily at greater cost than other roads in the State, but it is the great connecting link between the east, middle and western parts of the general system of roads in the State, and was a necessity of the age.

It has been open since 1853, and notwithstanding it has not had the advantage of any western connections by rail, and only the Cumberland River, whose navigation has been partial and uncertain, yet it has developed a large local business on its line, and its last report shows that it will pay remunerative dividends to its stockholders, even on its local business.

Nashville and Louisville road has just been completed, giving this road a direct northern and western connection to Louisville and Cincinnati, and all the northwest, opening up a line of trade and travel between the center of the Ohio Valley—the great produce and grain marts of the West; and Georgia, South Carolina and Alabama—the cotton-producing region of the South. The Edgefield and Kentucky road is progressing towards Henderson, Ky., giving it another direct line to the Ohio at that point, and connecting it with immense coalfields in this direction. The Northwestern Railroad is now under contract, and the work progressing, and when completed, will give this road a direct connection on the west with the Mississippi River at Hickman, Ky., as well as at Memphis *via* Memphis and Ohio Railroad, and with New Orleans and Mobile, by the Mississippi Central and the Mobile and Ohio, which will intersect it at Huntingdon. When these connections are completed, the friends of this enterprise may look with confidence to see their most sanguine hopes realized.

The following tabular statements will exhibit the detail of its operations, its present condition and future prospects.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed.....		\$2,035,621 64
Total amount of capital stock paid in and earned in interest.....		2,256,479 52
Amount of State aid granted to roadway, endorsed bonds.....		1,500,000 00
Amount of State aid received, endorsed bonds.....		1,500,000 00
Funded debt due to others than the State.....		24,000 00
Amount of floating debt.....		21,769 78
Total cost of roadway and equipments.....		3,632,882 56
Total cost of equipments.....		631,670 03
Receipts from passengers.....	\$291,873 81	
Receipts from freights.....	341,193 39	
Receipts from all other sources.....	42,764 62	
Total receipts.....		675,831 82
Total expenditures.....		365,631 93
Net receipts.....		310,199 89
Amount of earnings paid to interest on State loans.....		98,190 00
Amount paid on sinking fund.....		20,500 00
Amount paid on surplus fund (purchase of company's endorsed bonds.....		11,330 00
Total length of road.....	159 miles.	

CHARACTERISTICS OF THE ROAD.

Total length of road.....	149.75 miles.
Total length of road finished.....	149.75 miles.
Length of branches owned by company.....	44 miles.
Length of branches owned by company, finished.....	44 miles.
Length of road graded.....	149.75 miles.
Aggregate length of sidings, exclusive of branches.....	7.90 miles.
Number of sidings and turnouts.....	34
Maximum grade on main line.....	105.60 feet.
Maximum grade on branches.....	52 feet.
Shortest radius of curvature on main line.....	6 degrees.
Shortest radius of curvature on branches.....	4 degrees.

Width of earth excavation at grade.....	16 feet.
Width of rock excavation at grade.....	14 feet.
Average slope of earth excavation.....	6 inches to 1 foot.
Average slope of rock excavation.....	Plumb.
Width of embankment at grades.....	12 feet.
Number of truss bridges.....	11
Aggregate length of truss bridges.....	4721 feet.
Number of draw bridges.....	1
Aggregate length of draw bridges.....	158 feet.
Aggregate length of trestling.....	8410 feet.
Number of culverts of wood, including stock gaps,	215
Number of culverts of stone and brick.....	23
Number of crossties per mile.....	2,500
Dimensions of cross ties, joints.....	8 x 12, 8 ft. long.
Small.....	8 x 8, 8 ft. long.
Character of timber used.....	Cedar, white and post oak.
Character of joint fastenings.....	Wro't iron clamps
Number of miles of road ballasted.....	About 22
Number of public roads crossed at grade.....	48
Number of railroads crossed at grade.....	1
Number of engine houses.....	1
Number of machine shops.....	1
Number of wooden depot buildings.....	6
Number of brick depot buildings.....	9
Number of turntables.....	1
Number of water stations.....	16
Number of repair houses.....	2

EQUIPMENT OF ROAD.

Number of locomotives.....	39
Number of passenger cars.....	17
Number of baggage and express cars.....	6
Number of box freight cars.....	222
Number of platform cars.....	48
Number of gravel cars.....	15
Number of road cars.....	3
Number of coal cars.....	
Number of stock cars.....	
Weight of passenger engines, exclusive of ten- ders.....	25 tons, average.
Weight of freight engines, exclusive of tenders...	26 tons, average.
Weight of box freight cars.....	6 tons.
Weight of passenger and baggage cars.....	8 tons.
Width and length of passenger and baggage cars..	9 x 40 feet.
Width and length of freight cars.....	9 x 28 feet.



BUSINESS OF THE YEAR IN TRANSPORTATION.

Number of miles run by passenger trains.....	220,230
Number of miles run by freight trains.....	150,115
Number of miles run by other trains.....	79,000
Number of miles run by all.....	449,345
Number of through passengers .....	About 61,685
Number of way passengers.....	About 117,895
Total number of passengers carried in cars.....	179,580
Rate of fare charged per mile for through passen- gers.....	3.3
Rate charged for through passengers.....	5
Rate charged for way passengers.....	4 cents per mile.
Average rate charged for passengers.....	3.5 cents per mile.
Average rate of charge per mile for through freight.....	1.7
Rate of speed by express trains, including stops..	16 miles per hour.
Rate of speed by express trains in motion.....	18 miles per hour.
Rate of speed by accommodation trains, including stops.....	14 miles per hour.
Rate of speed by accommodation trains in motion,	15 miles per hour.
Rate of speed of freight trains, including stops...	7.5 miles per hour.
Rate of speed by freight trains in motion.....	9 miles per hour.
Average weight of passenger trains, exclusive of passengers and baggage.....	73 tons.
Average weight of freight trains, exclusive of freight .....	164 tons.
Average number of officers and agents past year, construction department.....	None.
Average number of laborers, in repairs of road, watching, etc.....	240
Average number of officers and agents, transpor- tation department.....	53
Average number of laborers, transportation de- partment.....	209
Total average number of employes past year....	502

ACCIDENTS OF PAST YEAR.

Number of persons injured.....	None.
Number of persons killed.....	3
Number of passengers injured.....	None.
Number of passengers killed.....	None.



NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

V. K. Stevenson, President; James A. Whiteside, Vice President; W. A. Gleaves, Secretary and Treasurer; W. M. Pennington, Chief Engineer; E. W. Cole, Superintendent.

The principal office and address of the company is at Nashville, Davidson County, Tenn.

**EAST TENNESSEE & GEORGIA.**

This road occupies a peculiar position. It seems to be a connecting link between two great systems of roads on the Northeast and on the Southwest—connecting a great family of roads from Boston, New York, Philadelphia, Baltimore, Washington, Richmond, Norfolk and Petersburg, on the Northeast Atlantic, at Lynchburg, Virginia. Their entire traffic, in freight and travel, must pass over this road to the South and West; branching off at Cleveland, it connects with Chattanooga, and through the Nashville & Chattanooga Railroad, connects with all Middle and Northwestern Tennessee, and Southern Kentucky; and through the Memphis & Charleston, at same point, it connects with North Alabama, North Mississippi and Southwestern Tennessee, carrying a very large travel to New Orleans, Memphis, and the whole southern portion of the Mississippi Valley. The Southern branch of this road from Cleveland connects at Dalton, Ga., with the Western & Atlantic Railroad, and through it with Charleston, Augusta, Savannah and Montgomery, and must become the great thoroughfare for the travel and trade of all Georgia, Middle and South Alabama and Florida, making an outlet to the Northeastern Atlantic States and cities. It is the connecting link of a great funnel of roads concentrating at each end of it, giving the people of East Tennessee an outlet in all directions, and developing the vast natural resources of that portion of our State so long compelled to be dormant for the want of means of transportation to the sea-coast; it is one of the links in the great central chain of roads connecting the Northeast Atlantic States and cities with the agricultural

regions of the Mississippi Valley and Gulf States, is rapidly becoming one of the great highways of the nation.

It is one of the most permanently constructed and economically operated roads in the State, and its tabular statements are referred to with pleasure, as exhibiting sound judgment and skillful management on the part of its officers.

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed.....		No means of knowing.
Total amount of capital stock paid in		\$1,279,652 82
Amount of State aid granted to road-way.....	\$1,062,000 00	
Amount of State aid granted to bridges.....	100,000 00	
	<hr/>	1,162,000 00
Amount of State aid received.....	\$970,000 00	
Amount of State aid received on bridges.....	100,000 00	
	<hr/>	1,070,000 00
Funded debt due on State bonds....	\$1,070,000 00	
Funded debt due to others than State	950,000 00	
	<hr/>	2,020,000 00
Amount of floating debt.....		200,000 00
Total cost of road.....		3,637,366 99
Receipts from passengers.....	\$174,475 81	
Receipts from freight.....	122,242 25	
Receipts from all other sources.....	22,000 00	
	<hr/>	318,718 06
Total receipts.....		131,151 76
Total expenditures.....		187,566 30
Net receipts.....		
Total length of road.....	140 miles.	
Total length of road in Tennessee... 125 miles.		
Total length of road finished..... 140 miles.		
Total length of road finished in Tennessee..... 125 miles.		
Cost of road per mile.....		25,981 20

TABLE II.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>	<i>Endorsed Bonds.</i>
Date of issue.....	From July 1, 1850, to Jan. 1, 1858.....	July 1, 1850, & Jan. 1, 1855..	July 1, 1856.
Date of payment...	July 1, 1892, & Jan. 1, 1898..	July 1, 1880, & Jan. 1, 1895..	July 1, 1886.
Rate of interest....	6 per cent....	6 per cent....	6 per cent.
Int., when payable.	July 1 and Jan. 1, each year..	July 1 and January 1.....	July 1 and January 1.
Int., where payable.	New York....	New York and Augusta....	New York.
Nature of security..	State lien....	Mortgage....	State lien.
Amt. sinking fund, \$15,600 10.			

TABLE III.

CHARACTERISTICS OF THE ROAD.

Total length of road (all finished) .....	About 140 miles.
Total length of road in Tennessee (all finished)...	125 miles.
Length of branches owned by company.....	None, both lines counted as main stem.
Length of road graded.....	All.
Aggregate length of sidings, exclusive of branches.	About 8 miles.
Number of sidings and turnouts.....	21
Weight of rail per lineal yard on main line.....	57 pounds.
Number of tons per mile on main line.....	100 [ft. new.
Maximum grade on main line.....	36 ft. old line, 58
Shortest radius of curvature on main line.....	1432 feet.
Width of earth excavation at grade.....	16 to 22 feet.
Width of rock excavation at grade.....	16 feet.
Width of embankments at grade.....	15 feet average.
Average slope of earth excavation.....	9 inches to 1 ft.
Average slope of rock excavation at grade.....	3 inches to 1 ft.
Number of truss bridges.....	2
Aggregate length of truss bridges.....	2100 feet.
Aggregate length of trestling.....	300 ft., temporary
Number of crossties per mile .....	2200
Dimensions of crossties .....	8 x 9, 8 feet.
Character of timber used.....	Oak, generally.
Character of joint fastenings.....	Wrought iron.
Weight of wrought iron chairs.....	6 lbs.

Number of engine houses .....	1
Number of machine shops.....	1
Number of wooden depot buildings.....	7
Number of brick depot buildings .....	7
Number of turntables .....	6
Number of wood and water stations.....	14
Number of repair houses.....	20

EQUIPMENT OF ROAD.

Number of locomotives.....	12
Number of passenger cars.....	10
Number of baggage and express cars.....	6
Number of box freight cars.....	95
Number of platform cars.....	20
Number of gravel cars .....	40
Number of road cars.....	10
Accidents of past year.....	None.

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

C. Wallace, President; Hu. L. McClure, Secretary and Treasurer; Robert C. Morris, Chief Engineer; R. C. Jackson, Superintendent.

The principal office and address is at Knoxville, Knox County, Tennessee.

**EAST TENNESSEE & VIRGINIA.**

This road has been built under great difficulties and embarrassing circumstances, its line running through a sparsely populated country, where it was difficult to obtain the necessary capital for its construction, and hence its embarrassed condition during almost its entire existence. Yet it has been well and economically built, and will bear a favorable comparison in its construction and equipment with Southern railroads. With all its embarrassments it has progressed steadily to a final completion, and has met promptly the interest and sinking fund due to the State. Its business is rapidly increasing, and being an extension of the great system of roads between the Southwestern and the Northeastern Atlantic States and cities. It, too, like the East Tennessee & Georgia Railroad, is destined to occupy a commanding position when all its connections are completed, and to control a large travel.

Its building was necessary to the perfection of our gen-

eral system, and has been looked upon by the people and the State rather as an orphan child, but has received the liberal aid and support of both, until it is now about grown and educated, and it is hoped and believed will hereafter be able to take care of itself and reflect credit upon its projectors and those who have stood by it in its darker hours, and finally return forth to them and the State a handsome reward for the fostering aid extended to it in its time of need. Its position will command the trade and travel, and with wise, prudent and judicious management it is believed will become a permanent, reliable and profitable property. The tabular statements and notes of explanation will show to your honorable body the present condition of the affairs of this company.

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed .....		\$593,050 00
Total amount of capital stock paid in.		556,654 39
Amount of State aid granted to roadway .....	\$1,302,000 00	
Amount of State aid granted to bridges	300,000 00	
Amount of State aid received.....		1,602,000 00
Funded debt due on State bonds ...	\$1,602,000 00	
Funded debt due to others than State (endorsed bonds) .....	200,000 00	
Funded debt due to others than State (first mortgage).....	100,000 00	
		<hr/> 1,902,000 00
Amount of floating debt.....		390,407 29
Total cost of road and equipments ...		2,466,397 29
Cost of equipments .....		156,364 30
Receipts from passengers.....	176,491 82	
Receipts from freight .....	83,854 02	
Receipts from all other sources .....	37,459 87	
Total receipts.....		<hr/> 297,805 71
Total expenditures.....		148,638 04
Net receipts .....		149,167 67
Amount of earnings paid to interest on State loan .....		96,120 00
Amount paid on sinking fund .....		6,000 00

Total length of road (all finished)....	130.28 miles
Total length of road in Tennessee (all finished) .....	130.28 miles
Cost of road per mile.....	\$18,931 51

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, Per Cent.</i>	<i>Cash Realized.</i>
Stock.....	\$ 593,050 00	par	\$ 556,654 39
Company bonds indorsed.	200,000 00	95.82	190,400 00
First mortgage.....	96,000 00	61.87	59,395 41
Stock.....	61,750 00	par	61,750 00
State bonds .....	1,602,000 00	*99.00	1,586,000 53

\* See notes and explanations, item 5, page 29.

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>	<i>Convertible or Stock Bonds.</i>
Date of issue...		Indorsed May 1, '56; 1st mtg. Jan. 1, '57.	Various date issued.
Date of paym't. ....		Indorsed May 1, '56; 1st mtg. Jan. 1, '67.	Completion of the road.
Rate of interest	Six per cent ..	Six per cent.	
Interest, when payable .....	Jan. 1 & July 1	Indorsed May 1 and Nov. 1; 1st mtg. Jan. and July ....	Interest ceased May 14, 1858.
Interest, where payable .....	New York....	New York.	
Nature security	Lien on road and equipm't	Lien and mortgage on road.	
Am't Sinking Fund .....	\$17,528.72.		

CHARACTERISTICS OF THE ROAD.

Total length of road.....	130.28 miles.
Total length of road in Tennessee.....	130.28 miles.
Total length of road finished .....	130.28 miles.
Total length of road finished in Tennessee.....	130.28 miles.
Length of branches owned by company.....	None.



Length of road graded . . . . .	130.28 miles.
Length of road graded in Tennessee . . . . .	130.28 miles.
Aggregate length of sidings, exclusive of branches . . . . .	5.11 miles.
Number of sidings and turnouts . . . . .	39
Weight of rail per lineal yard, main line . . . . .	58 pounds.
Number of tons per mile, main line . . . . .	102
Maximum grade, main line . . . . .	68 feet.
Total rise going on main line . . . . .	2626 feet, west.
Total fall on main line . . . . .	3406 feet, east.
Shortest radius of curvature, main line . . . . .	955 feet.
Total degrees of curvature, main road . . . . .	8473 degrees.
Total length of straight line, main road . . . . .	76.73 miles.
Total length of curved line, main road . . . . .	53.55 miles.
Width of earth excavation at grade . . . . .	18 feet.
Width of rock excavation at grade . . . . .	15 to 16 feet.
Width of embankment at grade . . . . .	12 feet.
Average slope of earth excavation . . . . .	9 inches to 1 foot.
Average slope of rock excavation at grade . . . . .	3 inches to 1 foot.
Number of truss bridges . . . . .	11
Aggregate length of bridges . . . . .	2815 feet.
Aggregate length of trestling . . . . .	2401 feet.
Number of culverts of wood . . . . .	None.
Number of culverts of brick and stone . . . . .	203 of stone.
Number of crossties per mile . . . . .	2112
Dimensions of crossties . . . . .	7 x 7, 8.5 feet.
Character of timber used . . . . .	White & post oak.
Character of joint fastenings, 30 miles Trimble's Patent splice block, remainder . . . . .	Cast iron chairs.
Weight of cast iron chairs, average . . . . .	19 lbs.
Number of miles of road ballasted . . . . .	None.
Number of miles of road fenced . . . . .	20
Number of public roads crossed at grade . . . . .	138
Number of railroads crossed at grade . . . . .	None.
Number of way stations for express trains . . . . .	20
Number of flag stations . . . . .	1
Number of engine houses . . . . .	2
Number of machine shops . . . . .	1
Number of wooden depot buildings . . . . .	15
Number of brick depot buildings . . . . .	5
Number of turntables . . . . .	6
Number of wood and water stations . . . . .	12
Number of repair houses . . . . .	2
Description of rail used on main line . . . . .	<b>T</b>
Gauge of road . . . . .	5 feet.
Number of arch bridges . . . . .	4
Number of stringer bridges . . . . .	40

Total length of arch bridges .....	345 feet.
Total length of stringer bridges.....	938 feet.
Total number of cattle guards .....	343

EQUIPMENT OF ROAD.

Number of locomotives.....	10
Number of passenger cars.....	10
Number of baggage and express cars.....	4
Number of box freight cars.....	64
Number of platform cars.....	35
Number of gravel cars .....	5
Number of road cars.....	20
Weight of passenger engines, exclusive of tender.	25 tons, average.
Weight of freight engines, exclusive of tender....	26 tons, average.
Weight of passenger and baggage cars.....	15,500 lbs.
Weight of box freight cars.....	17,000 lbs.
Width and length of passenger and baggage cars..	44 ft. x 8 ft. 10 in.
Width and length of freight cars.....	30 ft. x 8 ft. 7 in.

BUSINESS OF YEAR IN TRANSPORTATION.

Number of miles run by passenger trains .....	100,862
Number of miles run by freight trains.....	49,280
Number of miles run by other trains .....	Not reported.
Total number of miles run by all.....	150,142
Number of through passengers.....	24,573
Number of way passengers.....	40,765
Total number of passengers carried in cars.....	65,338
Rate charged per mile for through passengers....	2.97 cents.
Rate charged for through passengers.....	\$3.97
Rate charged for way passengers.....	4 cents.
Average rate charged for passengers .....	3.48 cts. per mile.
Number of tons through freight.....	6,873 tons 580 lbs.
Number of tons way freight.....	19,657 tons 619 lbs.
Average rate of charge per mile of through freight	3.3 cents.
Rate of speed by express trains, including stops..	17 miles an hour.
Rate of speed by express trains in motion.....	18 miles an hour.
Rate of speed by accommodation trains, including stops.....	17 miles an hour.
Rate of speed by accommodation trains in motion	18 miles an hour.
Rate of speed by freight trains, including stops..	10 miles an hour.
Rate of speed by freight trains in motion.....	12 miles an hour.
Average weight of passenger trains, exclusive of passengers and baggage.....	145,000 pounds.
Average weight freight trains, exclusive of freight.	197,000 pounds.



Average number of officers and agents for the past year in construction department.....	None.
Average number of laborers .....	216
Average number of officers and agents in transportation department .....	36
Average number of laborers in transportation department .....	34
Total average number of employes for the past year .....	286

ACCIDENTS OF PAST YEAR.

Number of passengers injured.....	None.
Number of passengers killed.....	None.
Number of other persons injured.....	None seriously.
Number of other persons killed .....	None.

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

Samuel B. Cunningham, President; John Keys, Secretary and Treasurer; — — —, Chief Engineer; W. S. Temple, Superintendent.

The principal office and address of the company is at Jonesboro, Washington County, Tennessee.

NOTES AND EXPLANATIONS.

TABLE I.

1. \$1,500,000 is the amount of capital authorized by the charter.
2. \$529,800 was the amount of the subscriptions on June 30, 1858. On December 2, 1858, the Board of Directors declared 2,383 shares (\$59,575) of unpaid stock forfeited.

3. In this \$456,654.39 is included 906 shares of stock issued to individuals for stock bonds of the company, surrendered.

4. To this \$593,050 will be added \$61,750, for that amount of stock bonds issued to contractors and others in payment for work, etc., yet out, and on their surrender will increase the capital stock to \$654,800.

5. The funded debt to others than the State is composed of bonds of the company, indorsed by the State .....	\$200,000 00
First mortgage bonds .....	100,000 00

6. The floating debt of the company is made up as follows:

Bills payable .....	\$261,341 07	
Bills payable with coupons.....	13,353 00	
Bills payable for freight or fare.....	304 70	
Interest .....	<u>12,522 63</u>	\$287,521 40
To the credit of sundry persons and companies.....		<u>102,885 89</u>
		\$390,407 29

In addition to the above, the company is chargeable with coupons of indorsed bonds, for which funds were deposited in the Bank of the Republic, New York, but the coupons have not yet come to this office, and are not charged to interest account .....

		6,180 00
Amount suspense account .....		<u>55,356 85</u>
		\$61,536 85

To meet this amount the company has—

To debit of banks.....	\$16,678 59
To debit of railroads.....	10,410 33
To debit of agents and others....	51,458 46
To debit of bills receivable.....	3,562 72
To debit of county bonds .....	3,000 00
To debit of first mortgage bonds.	2,500 00
Cash .....	1,434 31
Due from stockholders .....	<u>36,395 61</u>
	\$125,440 02

7. The rate of interest payable on floating debt, six per cent, except some debts created in and due in other States, whose rate of interest is over six per cent. The amount is not large, and it is thought will not materially affect the average of six per cent.

TABLE II.

There has not been any sale of stock of this company at less than par. The counties of Washington and Jefferson subscribed \$50,000 each, and paid their subscriptions in their bonds. At the time of subscribing, the \$100,000 of bonds were sold at a loss of \$5,325, the payment being thus in advance of other subscriptions, giving the company the use of that amount of funds. It is thought the use of the sum received, and interest on it until maturity of the several calls on subscriptions, is at least equal to the loss on the bonds. Bonds of the company indorsed by the State, \$200,000

issued, sold at a loss of five per cent; 8000 sold at par; loss on the issue, \$9,600, or 4.8 per cent on the amount. First mortgage bonds, 100,000 issued—4000 on hand—\$96,000 sold at a loss of \$36,604.59, or 38.13 per cent on the amount sold. Stock bonds are bonds issued by the company, to contractors and others, in payment for work or materials for construction, at par, redeemable in stock of the company on completion of road. The interest ceased on May 14, 1858.

State bonds issued to the company...	\$1,602,000 00
300,000 sold at premium of (charged to exchange account) .....	\$26,580 00
132,000, part hypothecated and sold to pay the debt at a loss (charged to profit and loss) .....	\$18,544 50
90,000 sold at par on time, rates discounted for cash at loss of (interest account) .....	10,288 75
82,000 hypothecated and sold to meet the debt at a loss of (as claimed, account not yet settled).....	13,746 22
	\$42,579 57

If the loss on \$82,000 is allowed and settled as claimed, the loss, over premium, on the \$1,602,000 will be 15,994.47, or a fraction under one per cent.

The sums stated have been realized, either in cash, materials for construction, or iron and equipment, less cost of collection, etc.

#### WINCHESTER & ALABAMA.

The completion of this road will doubtless impart new life and energy to the industry and enterprise of a large scope of country through which its trains daily pass, opening out a channel of communication between sections of country heretofore quite inaccessible, at the same time affording cheap transportation for the surplus products of those living within the favored bounds of its line of roadway.

The main stem was commenced some years ago, but the work was suspended and remained in that condition until the organization of the present company, when it was resumed and finally completed. The road is well constructed—bridges, trestles and culverts substantially built. Connecting

at Decherd, with the Nashville & Chattanooga Railroad, it will become one of its most important feeders. The tabular statements of this road will show its condition and earnings from its construction trains.

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total am't of capital stock subscribed	\$254,394 42
Total amount of capital stock paid in,	216,962 51
Amount of State aid granted to road-	
way.....	\$387,000 00
Amount of State aid granted to	
bridges.....	80,000 00
	<hr/>
	467,000 00
Amount of State aid received.....	413,000 00
Funded debt due on State bonds....	413,000 00
Funded debt due to others than the	
State.....	None.
Amount of floating debt.....	None.
Cost of road.....	408,477 13
Receipts from all sources (earned by	
construction train).....	1,248 90
No regular train for passengers and freight to date.	

TABLE II.

CLASSES OF FUNDED AND BONDED DEBT.

Dates of issue of State loan, May, June, July and December, 1858, and January and June, 1859; dates of payment, 1888 and 1898; rate of interest on State loan, 6 per cent; interest, when payable, January 1 and July 1; interest, where payable, New York; nature of security, lien on road, equipments, etc.; amount of sinking fund, none yet.

TABLE III.

CHARACTERISTICS OF THE ROAD.

Total length of road.....	38 miles 80 feet.
Total length of road in Tennessee.....	38 miles 80 feet.
Total length of road finished.....	30 miles.
Total length of road finished in Tennessee.....	30 miles.
Length of branches owned by company.....	None.
Length of road under contract, but not finished..	None.
Length of road graded in Tennessee.....	38 miles 80 feet.

Aggregate length of sidings, exclusive of branches,	2820 feet.
Number of sidings and turnouts.....	3
Weight of rail per lineal yard on main line.....	58 pounds.
Number of tons per mile on main line.....	90
Maximum grade on main line.....	75 feet.
Total rise going on main line.....	658.7 feet.
Total fall on main line.....	950.8 feet.
Shortest radius of curvature on main line.....	955 feet.
Total degrees of curvature on main line.....	1000
Total length of straight line on main road.....	33 miles 3,947 ft.
Total length of curved line on main road.....	5 miles 643 feet.
Width of earth excavation at grade.....	17 feet.
Width of rock excavation at grade.....	17 feet.
Width of embankments at grade.....	12 feet.
Average slope of earth excavation.....	9 inches to 1 foot.
Average slope of rock excavation.....	Plumb.
Number of truss bridges.....	1
Aggregate length of truss bridges.....	420 feet.
Aggregate length of trestling.....	1800 feet.
Number of stone and brick culverts (all stone)...	22
Number of crossties per mile.....	2200
Dimensions of crossties.....	6 x 7, 9 feet long.
Character of timber used.....	White and post oak and cedar.
Character of joint fastenings.....	Clamps of wro't iron, 8.5 inches.
Weight of wrought or cast iron chairs.....	8.5 pounds.
Number of public roads crossed at grade.....	13

EQUIPMENT OF ROAD.

Machinery and cars used belong to Nashville & Chattanooga Railroad Company.

ACCIDENTS OF PAST YEAR.

Total number of passengers injured.....	3
Total number of passengers killed.....	1
Total number of other persons injured.....	1
Total number of other persons killed.....	1

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

V. K. Stevenson, President; James R. Bright, Secretary and Treasurer; Thomas L. Estill, Chief Engineer.

The principal office and address of the company is at Fayetteville, Lincoln County, Tenn.

**McMINNVILLE & MANCHESTER.**

This road is under the control of the Nashville & Chattanooga Railroad Company, who have agreed to take it and run it for five years, or until its earnings pay its engagements to the State and to that company.

A reference to the tabular statements of this road will show the aggregate earnings for 1858 and 1859 to be \$27,785.78. The business of this road is increasing, and, it is hoped, will, in a few years, be able to meet all its liabilities.

At present its earnings are not sufficient to pay the amount of interest on bonded debt to the State.

Net earnings for 1859.....	\$16,448 05
Net earnings for 1858.....	11,237 73
Increase .....	\$ 5,210 32

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed.....		\$152,156 77 .
Total amount of capital stock paid in		144,894 03
Amount of State aid granted to road-		
way.....	\$342,000 00	
Amount of State aid granted to		
bridges.....	30,000 00	
		372,000 00
Amount of State aid received .....		372,000 00
Funded debt due on State bonds ...	\$372,000 00	
Funded debt due to others than the		
State.....	34,000 00	
		406,000 00
Amount of floating debt .....		5,000 00
Cost of road and equipment.....		590,623 66
Cost of equipments (including depots		
and way stations).....		56,816 34
Receipts from passengers for 1858-59.	\$ 23,102 52	
Receipts from freights for 1858-59 ...	20,912 93	
Receipts from all other sources for		
1858-59.....	3,599 96	
		47,615 41
Total receipts for 1858-59.....		47,615 41
Total expenditures for 1858-59 .....		19,829 63
Net receipts for 1858-59 .....		27,785 78



Amount of earnings paid to interest on State loan and exchange .....		\$22,347 94
Total length of road (all in Tennessee)	34.2 miles.	
Total length of road finished.....	34.2 miles.	
Cost of road per mile .....		17,269 70

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, per Cent.</i>	<i>Cash Realized.</i>	<i>Amount in Iron and Equipment.</i>
Stock .....				
Company bonds ..	\$ 34,000 00	par.	\$ 34,000 00	
State bonds.....	372,000 00	par.	137,000 00	\$235,000 00

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue.....		January 1, 1856.
Date of payment.....		January 1, 1866.
Rate of interest.....	Six per cent .....	6.61 per cent.
Interest, when payable .....	1st Jan. and July	1st Jan. and July.
Interest, where payable .....	New York.....	New York.
Nature of security .....	Lien on road	
Amount sinking fund.....	Not yet payable.	

TABLE IV.

CHARACTERISTICS OF ROAD.

Total length of road.....	34.2 miles.
Total length of road in Tennessee.....	34.2 miles.
Total length of road finished.....	34.2 miles.
Total length of road finished in Tennessee.....	34.2 miles.
Length of branches owned by company.....	None.
Number of sidings and turnouts.....	7
Weight of rail per lineal yard, main line.....	62 pounds.
Number of tons per mile on main line.....	100

EQUIPMENT OF ROAD.

Number of locomotives.....	2
Number of passenger cars.....	2
Number of baggage and express cars .....	1



Number of box freight cars .....	5
Number of platform cars.....	None.
Number of gravel cars .....	2
Number of road cars .....	None.
Stock cars.....	5
Weight of passenger engines (exclusive of tender)	23 tons.
Weight of freight engines (exclusive of tender)..	23 tons.
Weight of box freight cars.....	6 tons.
Weight of passenger and baggage cars.....	7 tons.
Length and width of passenger and baggage cars.	40x9 feet.
Length and width of freight cars.....	28x9 feet.

BUSINESS OF YEAR IN TRANSPORTATION.

Number of miles run by passenger trains.....	32,065
Number of miles run by freight trains.....	32,065
Total number of miles run by all.....	32,065
Rate of fare charged per mile for through passen- gers.....	4.3 cents.
Rate of fare charged per mile for way passengers.	4.3 cents.
Rate charged for through passengers.....	\$1.50
Average rate charged for passengers.....	4.3 cents per mile.
Average cost of transportation per mile of through freight. ....	No through rate.
Rate of speed by accommodation trains, including stops.....	12 miles per hour.
Rate of speed by accommodation train in motion.	16 miles per hour.
Average weight of passenger trains, exclusive of passengers and baggage .....	51 tons.
Average weight of freight trains, exclusive of freight .....	51 tons.
Average number of laborers.....	13
Average number of officers and agents in transpor- tation department .....	5
Average number of laborers in transportation department .....	6
Total average number employed for past year....	24

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

P. H. Marberry, President; H. H. Harrison, Secretary and Treasurer; — — —, Chief Engineer; E. H. Cole (Nashville), Superintendent.

The principal office and address of the company is at McMinnville, Warren County, Tennessee.

**LOUISVILLE & NASHVILLE.**

This road has just been completed, is one of the best constructed roads in the country, and occupies a link in the great center of the Ohio Valley with Middle Tennessee, North and South Carolina, Georgia and Alabama—passing through Nashville, the capital of the State, connecting with the Southeast Atlantic through the Nashville & Chattanooga Railroad, and with Alabama through the Tennessee & Alabama and Central Southern Railroad, which will be completed to Decatur, Ala., in a few months, there connecting with the Memphis & Charleston Railroad and its connections. This connection is also designed to be continued south from Decatur via Selma to the Gulf of Mexico, making the great North and South line between the Ohio Valley and the Gulf, connecting the grain and stock-growing regions of the North with the sugar and cotton regions of the South, and forming one of the great central connections of the General Internal Improvement System of Tennessee. The tide of travel, already passing over it, and the productions of the Ohio Valley passing to the Southeast seeking a market in Carolina and Georgia, is but the beginning of the realization of the hopes of the proprietors of this great central artery of commerce, bringing us together on the North and South, with the iron bonds of commerce and pecuniary interest as well as social intercourse, the great moving principles of a permanent bond of union.

The tabular statements herewith appended will show the cost and general features of this road in its construction and equipments. As it has just been opened, its operations have yet to be tested; but from its favorable location, permanent construction, and its present beginning, its future cannot be doubted.

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed.....	\$3,578,800 00
Total amount of capital stock paid in.	3,533,671 16

Amount of State aid granted to road-way.....	\$450,000 00	
Amount of State aid granted to bridges.....	100,000 00	
	<hr/>	\$550,000 00
Amount of State aid received.....	\$450,000 00	
Amount of State aid received on bridges.....	100,000 00	
	<hr/>	550,000 00
Funded debt due on State bonds, October 1st .....	\$ 40,000 00	
Funded debt due to others than the State, October 1st.....	000,000 00	
	<hr/>	1,540,000 00
Amount of floating debt .....		425,380 88
Cost of road and equipments, interest, etc.....		5,994,092 24
Cost of equipments.....		401,845 70
Total receipts from passengers from Oct., 1857, to Oct., 1859.....	\$207,607 95	
Receipts from freights from Oct., 1857, to Oct., 1859.....	197,528 46	
Receipts from mails from Oct., 1857, to Oct., 1859.....	15,806 39	
Receipts from express from Oct., 1857, to Oct., 1859.....	5,119 01	
	<hr/>	426,061 81
Expenditures .....		199,204 54
Net receipts for two years to Oct. 1, 1859 .....		226,857 27
Total length of road finished.....	185 miles.	
Total length of road in Tennessee...	45 miles.	
Total length of road finished in Tennessee .....	45 miles.	

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Loaned.</i>	<i>Cash Realized.</i>
Stock .....		\$ 133,671 16
Company's bonds.....	\$1,515,000 00	1,147,200 00
State bonds.....	540,000 00	486,000 00

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue.....	Jan. 1, 1858 and 1859.	July 1, 1859.
Date of payment .....		
Rate of interest.....	6 per cent.....	7 per cent.
Interest, when payable.	Jan. 1st and July 1st.	Jan. 1st and July 1st.
Interest, where payable.	New York .....	New York.
Nature of security .....	State lien .....	Mortgage.

TABLE IV.

CHARACTERISTICS OF THE ROAD.

Total length of road.....	185 miles.
Total length of road in Tennessee.....	45 miles.
Total length of road finished .....	185 miles.
Total length of road finished in Tennessee .....	45 miles.
Length of branches owned by the company.....	84 miles.
Length of branches under contract, but not finished.....	46.5 miles.
Aggregate length of sidings, exclusive of branches.	8.5 miles.
Number of sidings and turnouts.....	45
Weight of rail per lineal yard .....	60 pounds.
Number of tons per mile on main line .....	95 and 85
Weight of rail per lineal yard on branches.....	52 pounds.
Number of tons per mile on branches.....	82 tons.
Maximum grade on main line .....	70 ft. per mile.
Maximum grade on branches.....	52.8
Shortest radius of curvature on main line .....	955 feet.
Shortest radius of curvature on branches.....	2640 feet.
Total length of straight line on main road.....	140 miles.
Total length of curved line in main road .....	45 miles.
Width of earth excavation at grade.....	20 feet.
Average slope of earth excavation .....	1 ft. horizontal to 4 ft. perpend'lar.
Width of rock excavation at grade.....	18 feet.
Average slope of rock excavation at grade .....	1 ft. h. to 4 ft. per.
Width of embankments at grade .....	16 feet.
Number of truss bridges .....	16
Aggregate length of truss bridges .....	2970 feet.
Number of draw bridges .....	1
Aggregate length of draw bridges.....	700 feet.
Aggregate length of trestling .....	3110 feet.
Number of crossties per mile .....	2640

Dimension of crossties .....	8 ft. by 6x7 inches
Character of timber used.....	White oak, post oak, and cedar.
Character of joint fastenings .....	Lip chair.
Weight of cast or wrought iron chairs .....	10 lbs.
Number of miles of road ballasted .....	75 miles.
Way stations for express trains.....	27
Flag stations .....	9
Engine houses.....	4
Machine shops .....	3
Wooden depot buildings .....	16
Brick depot buildings.....	2
Turntables .....	6

EQUIPMENT OF ROAD.

Number of locomotives .....	21
Passenger cars.....	14
Baggage and express cars .....	6
Box cars.....	102
Platform cars.....	60
Gravel cars.....	23
Road cars .....	40

BUSINESS OF THE YEAR 1858 IN TRANSPORTATION.

Number of miles run by passenger trains .....	294,467
Number of miles run by freight trains .....	536,511
Total number of miles run by all .....	830,978
Number of through passengers .....	13,755
Number of way passengers.....	59,764
Rate per mile for through passengers.....	3¼ cents.
Rate of speed adopted by express trains, including stops.....	20 miles per hour.
Rate of speed adopted by express trains when in motion.....	25 miles per hour.
Rate of speed adopted by accommodation trains, including stops.....	15 miles per hour.
Rate of speed adopted by accommodation trains when in motion .....	20 miles per hour.
Rate of speed adopted by freight trains, including stops.....	12 miles per hour.
Rate of speed adopted by freight trains in motion.	15 miles per hour.
Average weight of passenger trains, exclusive of passengers and baggage .....	33 tons.
Average weight of freight trains, exclusive of freight	56 tons.

Average charge per mile for through passengers,  
 1859..... 4 cents.  
 Average charge per mile for way passengers, 1859. 4 cents.

ACCIDENTS OF THE YEAR.

Number of persons killed, total..... 2 men.  
 No accident occurred through negligence or unskillfulness of  
 employes.

NAMES OF PRINCIPAL OFFICERS OF THE COMPANY.

John L. Helm, President; James Guthrie, Vice President; W.  
 Ranney, Secretary; ———, Treasurer; George McLeod, Chief En-  
 gineer; James F. Gamble, Superintendent.

Principal office and address of the company is at Louisville, Ky.

**TENNESSEE & ALABAMA.**

This road is completed to within twelve miles of its  
 terminus, at Mount Pleasant. On this break of unfinished  
 roadway the work of construction is rapidly progressing, and  
 in a short time will be in readiness for the passage of cars.  
 The length of road in running operation is 45.81 miles, 17  
 miles of which has been finished since the date of the last  
 report made to your honorable body.

The tabular statements of this road do not show large  
 earnings for a road of its length, but by the completion of  
 the Central Southern road to its connection with the trunk  
 line of the Memphis & Charleston Railroad at Decatur, Ala.,  
 its business in travel and freight will be greatly increased.

In a few months this connection will be made and a  
 through line of railway opened from Louisville, Ky., via  
 Nashville, to Memphis and New Orleans.

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock sub- scribed.....	\$1,081,783 33
Total amount of capital stock paid in.	595,922 80

Amount of State aid granted to road-way .....	\$761,000 00	
Amount of State aid granted to bridges .....	85,000 00	
Amount of State aid received .....		846,000 00
Funded debt due on State bonds .....	\$846,000 00	
Funded debt due to others than the State .....	14,000 00	
		860,000 00
Amount of floating debt .....		204,544 55
Cost of roadway and equipments .....		1,185,053 48
Cost of equipments .....		76,016 39
Receipts from passengers .....	\$ 44,488 49	
Receipts from freight .....	27,206 17	
Receipts from all other sources .....	3,434 91	
Total receipts .....		75,129 57
Total expenditures .....		27,550 11
Net receipts .....		47,579 46
Total length of road, all in Tennessee .....	57.519 miles.	
Total length of road finished .....	45.81 miles.	
State aid granted to 57.5 miles of road .....	\$575,000 00	
State bonds issued in lieu of indorsed bonds .....	186,000 00	
State aid granted to bridges .....	85,000 00	
Company bonds indorsed by State .....	14,000 00	
Making funded debt as above .....		860,000 00

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, Per Cent.</i>	<i>Cash Realized.</i>
Stock .....		75	
Company bonds .....	\$ 14,000 00	75	\$ 10,500 00
State bonds .....	457,000 00	97	443,372 50



TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue.....	1854 and 1858....	1856.
Date of payment.....		
Rate of interest.....	Six per cent....	Six per cent.
Interest, when payable.....	Jan. 1 and July 1	Jan. 1 and July 1.
Interest, where payable.....	New York.....	New York.
Nature of security.....	State lien.	
Amount of sinking fund.....	\$6,000.00.	

TABLE IV.

CHARACTERISTICS OF THE ROAD.

Total length of road.....	57.519 miles.
Total length of road in Tennessee.....	57.519 miles.
Total length of road finished.....	45.81 miles.
Total length of road finished in Tennessee.....	45.81 miles.
Length of branches owned by the company.....	None.
Length of road under contract, not finished.....	11 miles.
Length of road graded.....	About 50 miles.
Number of sidings and turnouts.....	20
Weight of rail per lineal yard, main line.....	58.7 lbs.
Number of tons per mile, main line.....	103.3
Maximum grade on main line.....	50 ft., 68.64 and 80
Total rise going on main line.....	1177 feet.
Total fall on main line.....	1000 feet.
Shortest radius of curvature on main line.....	1910.8 & 1432.7 ft.
Total degrees of curvature in main road.....	2591 $\frac{1}{8}$ $\frac{5}{8}$
Total length of straight line, main road.....	26.2 miles.
Total length of curved line on main road.....	31.3 miles.
Width of earth excavation at grade.....	22, 20 and 18 feet.
Width of rock excavation at grade.....	16 and 14 feet.
Average slope of earth excavation.....	1.5 to 1 and 1 to 1.
Average slope of rock excavation.....	1 in 10.
Width of embankment at grade.....	12 and 14 feet.
Number of truss bridges.....	19
Aggregate length of truss bridges.....	2918 feet.
Aggregate length of trestling.....	1396 feet.
Number of stone and brick culverts.....	128
Number of crossties per mile.....	2112 and 2640
Dimensions of crossties.....	6x7 in., 8 ft. long.
Character of timber used.....	Cedar & white oak.

Character of joint fastenings .....	Wro't iron splice and wood'n splice.
Weight of cast or wrought iron chair .....	15 lbs. and 6 lbs.
Number of miles of road ballasted.....	45.5
Number of miles of road fenced.....	Unknown.
Number of public roads crossed at grade .....	38
Number of railroads crossed at grade .....	1
Number of way stations for express trains.....	None.
Number of flag stations .....	Unknown.
Number of engine houses .....	1
Number of machine shops .....	1
Number of wooden depot buildings.....	4
Number of brick depot buildings .....	1
Number of turntables .....	3
Number of wood and water stations .....	5
Number of repair houses.....	3

EQUIPMENT OF ROAD.

Number of locomotives .....	5
Number of passenger cars .....	5
Number of baggage and express cars.....	
Number of box freight cars.....	11
Number of platform cars .....	12
Number of stock cars .....	1
Number of gravel cars .....	6
Number of road cars .....	2
Weight of passenger engines, exclusive of tenders	20 and 28 tons.
Weight of freight engines, exclusive of tenders...	Same.
Weight of box freight cars .....	About 7,000 lbs.
Weight of passenger and baggage cars .....	12,000 to 14,000 lbs.
Width and length of passenger and baggage cars..	9 ft. 8 in. x 42 ft.
Width and length of freight cars .....	9 x 28 ft.

BUSINESS OF THE YEAR IN TRANSPORTATION.

Number of miles run by passenger trains .....	None separate.
Number of miles run by freight trains .....	None separate.
Number of miles run by all.....	57,951
Total number of passengers carried in cars .....	59,628
Rate charged per mile for through passengers....	White, 4 cents; negroes, 2½ cents.
Rate charged for way passengers .....	Same.
Average rate charged for passengers .....	4 cents.
Rate of speed by accommodation trains, inc. stops	18 miles per hour.
Rate of speed by accommodation trains in motion	22 miles per hour.

Rate of speed by freight trains .....	None separate.
Average number of officers and agents for past year in construction department .....	8
Average number of laborers .....	Unknown.
Average number of officers and agents in transportation department .....	12
Average number of laborers in transportation department .....	41
Total average number employes past year .....	Unknown.

ACCIDENTS OF PAST YEAR.

Number of passengers injured .....	None.
Number of passengers killed .....	None.
Number of other persons injured .....	1
Number of other persons killed .....	None.

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

John Marshall, President; R. H. Bradley, Secretary; F. Hardeman, Treasurer; A. Anderson, Chief Engineer; W. O'N. Perkins, Superintendent.

The principal office and address of the company is at Franklin, Williamson County, Tenn.

**MEMPHIS & OHIO.**

This road being in a running condition for nearly its whole length, will require but little comment. There are but twenty-eight miles of it which are not passed daily by its trains; and this remnant to Paris is graded ready for the iron, and track parties are now putting down the iron with as little delay as possible. The tabular statement in reference thereto will give all the information in relation to its condition which is at all important. When its receipts are looked to, and it is considered that it is yet deficient in its great northern terminus (by way of the Memphis, C. & L. Road and N. & L.) at Louisville. Its earnings, too, being for only eighty-seven miles of roadway, go beyond the most sanguine expectations of its friends. When this connection is obtained (as it is believed it will be during the next year), doubtless the result will be much more satisfactory to its

projectors. Connecting at Humboldt, in Gibson County, with that great artery in the railway sytem of the South, the Mobile & Ohio, it gives, while at the same time it receives, immense support from that road. The gross receipts from Memphis to Humboldt, \$150,015.30. Road expenses, \$62,157.41. Leave net earnings, \$87,857.83, which is more than sufficient to pay interest on funded debt to the State for bonds loaned.

TABLE I.

Total amount of capital stock subscribed.....		\$1,039,000 00
*Total amount of capital stock paid in (approximation).....		570,000 00
Amount of State aid granted to road-way.....	\$1,306,000 00	
Amount of State aid granted to bridges.....	200,000 00	
	<hr/>	1,506,000 00
Amount of State aid received, June 30, 1859.....		1,170,000 00
Funded debt due on State bonds....	\$1,170,000 00	
Funded debt due to others than the State.....	191,000 00	
	<hr/>	1,361,000 00
Amount of floating debt.....		145,000 00
Cost of road and equipment.....		2,300,411 59
Cost of equipments.....		141,144 37
Receipts from passengers.....	\$ 71,574 65	
Receipts from freights.....	76,976 85	
Receipts from all other sources.....	1,463 80	
Total receipts.....		150,015 30
Total expenditures.....		62,157 47
Net receipts.....		87,857 83
Cost per cent of earnings for year ending June 30.....	41 per cent.	
Amount of earnings paid to interest on State loan.....		59,533 00
Total length of road in Tennessee....	130.6 miles.	
Total length of road finished.....	100 miles.	
Average interest on funded debt....	6 per cent.	
Average interest on floating debt....	8 per cent.	

\*Amount paid in by individuals not included.

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Discount.</i>	<i>Cash Realized.</i>	<i>Am't Realized in Work.</i>
Stock.....				\$115,000 00
Comp'y b'ds	\$ 191,000 00	\$49,224 26		141,775 74
State bonds.	1,170,000 00	69,003 88	\$1,100,996 12	

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue.....	Sundry dates ...	October 1, 1856.
Date of payment.....	Sundry dates ...	October 1, 1866.
Rate of interest.....	6 per cent.....	6 per cent.
Interest, when payable.....	July and Jan'y...	October and April
Interest, where payable.....	New York.....	Memphis.
Nature of security.....	Lien on road, etc.	Income of road.
Amount sinking fund.....	None.	

CHARACTERISTICS OF THE ROAD.

Total length of road.....	130.6 miles.
Total length of road in Tennessee.....	130.6 miles.
Total length of road finished.....	100 miles.
Total length of road finished in Tennessee.....	100 miles.
Length of branches owned by company.....	None.
Length of road graded.....	130.6 miles.
Aggregate length of sidings, exclusive of branches, 3¢	
Number of sidings and turnouts.....	25
Weight of rail per lineal yard on main line.....	58 to 63 pounds.
Weight of rail per lineal yard on branches.....	45 to 58 pounds.
Number of tons per mile on branches.....	101 to 111
Maximum grade on main line.....	52.8
Total fall on main line.....	2640 feet.
Total degrees of curvature on main road.....	1279
Total length straight line, main road.....	111.6
Total length curved line, main road.....	19.0
Width of earth excavation at grade.....	22 feet.
Width of embankments at grade.....	15 feet.
Average slope of earth excavation at grade.....	1.5 to 1.05 to 1
Number of truss bridges.....	14

Aggregate length of truss bridges.....	1,480
Number of draw bridges.....	1
Aggregate length of draw bridges.....	160 feet.
Aggregate length of trestling.....	10,700 feet.
Number of crossties per mile.....	2,400
Dimensions of crossties.....	6 x 8, 8 and 8½ ft.
Character of timber used.....	White and post oak and cypress.
Character of joint fastenings.....	Wrought chairs.
Weight of wrought iron chairs.....	8 to 10 pounds.
Number of railroads crossed at grade.....	1
Number of way stations for express trains.....	12
Number of flag stations.....	12
Number of engine houses.....	1
Number of machine shops.....	1
Number of wooden depot buildings.....	9
Number of brick depot buildings.....	1
Number of turntables.....	3
Number of wood and water stations.....	6

EQUIPMENT OF ROAD.

Number of locomotives.....	9
Number of passenger cars.....	5
Number of baggage and express cars.....	2
Number of box freight cars.....	34
Number of platform cars.....	51
Number of gravel cars.....	51
Number of road cars.....	4
Number of miles run by passenger trains.....	81,479
Number of miles run by freight trains.....	47,328
Total number of miles run by all.....	128,807
Total number of passengers.....	62,609
Rate of fare charged per mile for through passengers.....	3⅞ cents.
Rate of fare charged per mile for way passengers.....	4 cents.
Number of tons of way freight.....	47,560

ACCIDENTS.

Total number of persons injured.....	None.
Total number of persons killed.....	None.
Number of other persons injured.....	None.
Number of other persons killed.....	3



NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

Robertson Topp, President; J. T. Trezevant, Secretary and Treasurer; H. D. Pickett, Chief Engineer; H. Coffin, Superintendent.

Principal office and address is at Memphis, Shelby County, Tenn.

**MEMPHIS, CLARKSVILLE & LOUISVILLE.**

This road forms an important link in a connected line of roadway from Louisville, Ky., to Memphis, Tenn. The Nashville & Louisville, by its Bowling Green branch (diverging from its main trunk at Bowling Green, Kentucky), forms a junction with it at the Kentucky line, fifteen miles east of Clarksville; from this point to Paris, where it forms a junction with the Memphis & Ohio road, is eighty-two miles. At the Kentucky line, beside the junction with the Louisville & Nashville road, above spoken of, it makes a connection with the Nashville & Henderson road. Fifteen miles of this roadway is now in running order, and daily trains are now in connection with the Edgefield & Kentucky, with a short line of staging, say six miles. This gap will be finished by January 1, when there will be a continuous rail connection between Clarksville and Nashville.

The physical difficulties encountered by this road in bridging the Red, Cumberland and Tennessee Rivers, and the extraordinary hardness of material between the Cumberland and Tennessee Rivers, render the progress of construction necessarily slow.

These difficulties have, however, been mainly overcome by the persevering energy of the company; and the whole line of their roadway will, from their present condition and progress, be ready for the cars by January 1, 1861. The Louisville branch will also be finished by that time. The Memphis & Ohio is within a few miles of completion to Paris, thus, by January 1, 1861, these roads will form a connected line of roadway from Louisville to Memphis.



A line so important for purposes of travel and traffic will, doubtless, pay satisfactory dividends to its stockholders.

The work upon this road is of the most substantial and durable character.

Its embankments, formed of a material which, though difficult of removal at first, will compensate the company in the firmness and durability of roadbed which it forms. As far as laid, its track is as smooth as that of any road in the State. The stock and debts of the company, with the characteristics of the road, will be seen by reference to tabular statements.

TABLE I.

STOCKS AND DEBTS.

Total amount of capital stock subscribed.....		\$ 596,800 00
Total amount of capital stock paid in		298,721 40
Amount of State aid granted to road-		
way.....	\$568,000 00	
Amount of State aid granted to		
bridges.....	150,000 00	
		<hr/>
		718,000 00
Amount of State aid received on		
bridges.....		70,000 00
Funded debt due on State bonds....		70,000 00
Funded debt due to others than		
State.....	None.	
Amount of floating debt.....	None.	
Cost of road and equipments.....		1,237,900 00
Cost of equipments.....		100,500 00
Total length of road.....	56.8 miles.	
Total length of road in Tennessee...	56.8 miles.	

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

State bonds sold at par payable in		
work.....		\$70,000 00

Date of issue State loan, January 1, 1858, January 1, 1859, and July 1, 1859; date of payment, 1888 and 1889; rate of interest on State loan, six per cent, payable January and July of each year, at New York; nature and character of security for State loan, a lien on whole road, equipments and earnings.

CHARACTERISTICS OF THE ROAD.

Total length of road .....	56.8 miles.
Total length of road in Tennessee .....	56.8 miles.
Length of road under contract, but not finished..	58.8 miles.
Length of road graded.....	31.8 miles.
Maximum grade on main line .....	70 feet.
Total rise going on main line.....	699 feet.
Total fall on main line .....	877 feet.
Shortest radius of curvature on main line.....	900 feet.
Total degree of curvature on main road.....	1448 feet.
Total length of straight line on main road .....	41.8 miles.
Total length of curved line on main road .....	15 miles.
Width of earth excavation at grade.....	20 feet.
Width of rock excavation at grade.....	16 feet.
Width of embankments at grade.....	15 feet.
Average slope of earth excavation.....	45°, or 1 to 1.
Average slope of rock excavation at grade .....	1 to 5.
Number of truss bridges.....	15
Aggregate length of truss bridges.....	2255 feet.
Number of drawbridges .....	1
Aggregate length of drawbridges .....	276 feet.
Aggregate length of trestling. ....	7676 feet.
Number of culverts (wood).....	2
Number of culverts (brick and stone).....	117
Number of crossties per mile.....	2200
Dimensions of crossties.....	6 x 8, 8 feet.
Character of timber used .....	White and post oak and cedar.
Number of miles of road fenced.....	2
Number of public roads crossed at grade.....	4

NAMES OF THE PRINCIPAL OFFICERS OF THE ROAD.

W. A. Quarles, President; Charles G. Smith, Secretary and Treasurer; George B. Fleece, Chief Engineer.

The principal office and address of the company is at Clarksville, Montgomery County, Tennessee.

### MOBILE & OHIO.

This road is located on nearly an air line from Mobile to the mouth of the Ohio, passing through the States of Alabama, Mississippi, Tennessee and Kentucky.

The main trunk line is four hundred and ninety-six miles. It has several important branches, making the entire trunk, including branches, when completed, over six hundred miles. The Columbus, Mississippi, branch leaves the trunk line two hundred and eighteen miles north of Mobile, and runs to Columbus, Miss., a distance of thirteen miles. This branch is completed and regular trains running over it. Another branch is also completed, which forms the present connection of the northern end of the road with the Mississippi River at Columbus, Ky. Another branch, sixty-five miles in length, leaving the trunk line in Obion County, Tennessee, connects with the Ohio River at the city of Paducah. This branch is finished and its cars running from Paducah south twenty-eight miles, and the remaining portion is in progress toward an early completion. A large amount of work has been done on the Gainesville branch, and a portion of the Hamburg branch. The main trunk line is furnished from Mobile north to Okalona, and from Columbus, Ky., south as far as Jackson, Tenn., leaving between these points about one hundred miles of unfinished road. The grading and bridging on this unfinished portion is about four-fifths completed, and the rails, etc., necessary to finish the entire track, procured and ready to lay down.

The several roads connecting with and crossing the trunk line of this great railway artery will greatly increase its value and importance. The Mississippi Central and Tennessee connects its line at Jackson, Tenn.; at Humboldt its line is crossed by the Memphis and Ohio; and at Union City, in Obion County, by the Nashville and Northwestern Railroad.

It is one of the best constructed roads in the South, and

when finished and in running order will be one of the most profitable.

The tabular statements of this road show its net earnings on its South and North divisions to June 30th, \$426,814.94.

TABLE I.

STOCK AND DEBTS—BUSINESS OF THE YEAR.

Total amount of capital stock subscribed.....		\$4,665,300 00
Total amount of capital stock paid in.....		3,518,312 07
Amount of State aid granted to roadway.....	\$1,185,000 00	
Amount of State aid granted to bridges.....	104,000 00	
	<hr/>	1,289,000 00
Amount of State aid received.....		774,000 00
Funded debt due on State bonds....	\$ 774,000 00	
Funded debt due to others than the State.....	3,532,786 79	
	<hr/>	4,306,786 79
Amount of floating debt.....		726,546 77
Total cost of road and equipments... ..		9,322,629 44
Cost of equipments.....		724,734 49
Receipts from passengers.....	\$212,060 58	
Receipts from freights.....	599,715 55	
Receipts from all other sources.....	32,395 52	
	<hr/>	844,171 65
Total receipts.....		844,171 65
Total expenditures.....		417,356 71
Net receipts.....		426,814 94
Cost per cent. of earnings for year, June 30th.....	49 per cent.	
Amount of earnings paid to interest on State loans.....		42,690 00
Total length of road and 13 miles branch.....	509 miles.	
Total length of road in Tennessee... ..	118.5 miles.	
Total length of road finished.....	319 and 14 C. branch.	
Total length of road finished in Ten- nessee.....	67	

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, per ct.</i>	<i>Cash Realized.</i>	<i>Amount Realized in Iron and Equipments.</i>
Stock .....	.....	.....	.....	.....
Co.'s bonds..	\$3,025,815 97	8 $\frac{1}{10}$	\$1,507,685 95	\$1,128,254 88
State bonds..	699,000 00	96	188,283 44	486,577 28

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue.....	Various .....	Various.
Date of payment.....	1882.....	Various.
Rate of interest... ..	6 per cent .....	6 and 8 per cent.
Interest, when payable.	January and July...	Various.
Interest, where payable.	New York.....	Mobile, New York, and London.
Nature of security.....	State lien on r'dway.	Mortgage on road and lands.

CHARACTERISTICS OF THE ROAD.

Total length of road .. .. .	496 miles.
Total length of road in Tennessee.....	118.5 miles.
Total length of road finished.....	319 miles and 14 miles Col. br'ch.
Total length of road finished in Tennessee.....	67 miles.
Length of branches owned by company.....	13 miles.
Length of branches owned by company finished..	13 miles.
Length of road under contract, not finished.....	161 miles.
Length of road graded .....	All but about 20 miles.
Length of road under contract, not finished, in Tennessee .....	41.5 miles.
Length of road graded in Tennessee .....	100 miles.
Aggregate length of sidings, exclusive of branches.	14.61 miles.
Number of sidings and turnouts .....	60
Weight of rail per lineal yard on main line.....	68 lbs.
Weight of rail per lineal yard on main line.....	56 lbs.
Number of tons per mile on main line.....	106
Number of tons per mile on branches .....	88
Maximum grade on main line.....	40 ft. going south, 30 ft. going north

Maximum grade on branches .....	50 ft. Col., Miss., Br.; 80 ft. Ky Dv.
Total rise on main line, going north .....	748.38 feet.
Total rise on branches.....	
Total fall on main line, going north.....	854.48 feet.
Total fall on branches.....	
Shortest radius of curvature on main line .....	1433 feet.
Shortest radius of curvature on branches.....	2865 feet.
Total degrees of curvature on main road .....	2253° 35'
Total length of straight line, main road .....	79.425 miles.
Total length of curved line, main road.....	39.075 miles.
Width of earth excavation at grade.....	25 feet.
Average slope of earth excavation .....	1.25
Width of rock excavation at grade.....	22 feet.
Average slope of rock excavation.....	0.25
Width of embankment at grades .....	14 feet.
Number of truss bridges.....	52
Aggregate length of truss bridges.....	3595 feet.
Number of crossties per mile.....	2640 Southern Div., 2200 Tenn. and Ky. Div.
Dimension of crossties.....	7x8, 7x9, 8 ft. long.
Character of timber used.....	Pine, post oak, cy- press, etc.
Character of joint fastenings .....	Chairs & fishbars.
Weight of cast or wrought iron chairs.....	17 lbs.
Number of miles of road ballasted .....	3
Number of miles of road fenced .....	2
Number of public roads crossed at grade.....	114
Number of railroads crossed at grade .....	2
Number of way stations for express trains.....	37
Number of engine houses .....	4
Number of machine shops .....	1
Number of wooden depot buildings.....	35
Number of brick depot buildings .....	2
Number of turntables.....	9
Number of wood and water stations .....	26
Number of repair houses.....	27

EQUIPMENT OF ROAD.

Number of locomotives .....	27
Number of passenger cars .....	19
Number of baggage and express cars .....	9
Number of box freight cars ....	144
Number of platform cars.....	232



Number of gravel cars .....	24
Number of road cars.....	31
Weight of passenger engines, exclusive of tenders.	22 tons.
Weight of freight engines, exclusive of tenders...	28 tons.
Weight of box freight cars .....	9 tons.
Weight of passenger and baggage cars .....	12 tons.
Width and length of passenger and baggage cars in feet.....	9 ft. 6 in. by 47 ft.
Width and length of freight cars .....	8 ft. 3 in. by 29, 31 and 39.

BUSINESS OF YEAR IN TRANSPORTATION.

Number of miles run by passenger trains .....	185,318
Number of miles run by freight trains .....	180,277
Number of miles run by other trains . . . . .	33,389
Number of miles run by all .....	398,984
Number of way passengers.....	95,895.5
Total number of passengers carried in cars.....	95,895.5
Rate charged for way passengers, per mile .....	4½c 1st class; 2½c 2d class.
Rate charged for through passengers.....	3 cents per mile.
Average rate charged for passengers .....	2.21 cents per mile
Rate of speed adopted by express trains, including stops.....	20 miles per hour.
Rate of speed adopted by express trains in motion.	24 miles per hour.
Rate of speed adopted by freight trains, including stops.....	8 miles per hour.
Rate of speed adopted by freight trains in motion.	12 miles per hour.
Average weight of passenger trains, exclusive of passengers and baggage .....	56 tons.
Average weight of freight trains, exclusive of freight .....	100 tons.
Average number of officers and agents for past year, construction department.....	5
Average number of officers and agents, transporta- tion department.....	100
Average number of laborers in transportation de- partment.....	600
Total average number of employes past year .....	700

ACCIDENTS OF PAST YEAR.

Number of persons injured.....	2
Number of persons killed .....	11



NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

Milton Brown, President; G. M. Parker, Secretary; A. F. Irvine, Treasurer; L. J. Fleming, Chief Engineer and Superintendent.

The principal office and address of the company is at Mobile, Mobile County, Alabama.

**EDGEFIELD & KENTUCKY.**

This road is finished and in running condition to within six miles of its Kentucky terminus. At this point it intersects the Bowling Green branch of the Nashville & Louisville, the Memphis, Clarksville & Louisville Railroad, and forms a junction with the Kentucky portion of its line. This road has been in running condition from Edgefield to Springfield since May last, and though thus unfinished and much of its time necessarily taken up in the transportation of material for construction, a reference to its running receipts will show that its management has been characterized by prudence and economy.

It now forms a connection with the Memphis, Clarksville & Louisville Railroad, and though this connection has been formed but a short time, a great enhancement of receipts is even now manifest. This road, when finished to Henderson, or even to the coal fields in Hopkins County, Kentucky, will be of incalculable advantage to all points on its line, as a means of obtaining an inexhaustible supply of cheap and excellent coal. The Kentucky end of this road is not progressing with the energy and speed which characterized its construction within our State. Its friends, however, claim that it will be finished to the coal fields during the next year.

CUMBERLAND RIVER BRIDGE.

This bridge is built for the joint use of the Louisville & Nashville and the Edgefield & Kentucky Railroads, under the supervision and direction of the latter and its Chief Engineer, A. Anderson.

Its length is 700 feet, in four spans—two fixed spans, one on each side, and two draw spans.

Each fixed span is 200 feet in the clear between supports, and the clear opening of each draw span is 120 feet, making it the longest railroad draw in the world, that at Rock Island being 120 feet on one side and 116 feet on the other.

The total length of draw from one extremity to the other of the movable portion is 280 feet, and its entire weight is computed at 285 tons. It can readily be turned into position by one man in four minutes, and by two or three in two minutes and a half.

The bridge superstructure is of the kind known as McCallum's Truss, and was erected by Gray, Whiton & Co., contractors. The master-builder was Mr. N. K. Waring.

The masonry supporting the bridge was built by Maxwell, Saulpaw & Co., contractors, and consists of two abutments, two main piers, one center pier, and two rest piers.

The center pier, on which the immense draw is turned, is circular, 30 feet in diameter at top,  $34\frac{1}{2}$  feet at bottom,  $68\frac{1}{2}$  feet high, and contains  $2295\frac{1}{3}$  perches of masonry.

The eastern main pier is  $75\frac{1}{3}$  feet high, and contains  $1208\frac{3}{4}$  perches of masonry. The western main pier is  $70\frac{1}{4}$  feet high, containing  $1092\frac{2}{3}$  perches of masonry.

The foundation of all the piers is laid upon the solid rock, in water about twelve feet deep, at ordinary low stage. The extreme rise of water at the bridge is 57 feet.

The total quantity of masonry in the bridge is  $6,800\frac{3}{4}$  perches. In the superstructure are 454,000 feet of timber and 160,000 pounds of iron.

A heavy frame work is built between the rest piers, designed to prevent steamboats from being thrown against the piers while passing the draw, by wind or the force of the current. In its construction 387,288 feet of timber are used, and 49,117 pounds of iron.

TABLE I.

Total amount of capital stock subscribed .....		\$600,000 00
Total amount of capital stock paid in.		333,203 83
Amount of State aid granted to roadway .....	\$470,000 00	
Amount of State aid granted to bridges	230,000 00	
		700,000 00
Amount of State aid received on road	\$470,000 00	
Amount of State aid received on bridges .....	142,000 00	
Funded debt due on State bonds.....		612,000 00
Amount of floating debt .....		60,900 00
Cost of road .....		857,949 11
Receipts from passengers.....	\$ 8,029 80	
Receipts from freight .....	1,329 65	
Total receipts.....		9,359 45
Total expenditures.....		1,872 65
Net receipts .....		7,486 80
Total length of road.....	47 miles.	
Total length of road in Tennessee....	47 miles.	
Total length of road finished .....	30 miles.	
Total length of road finished in Tennessee.....	30 miles.	

CLASSES OF FUNDED AND BONDED DEBT.

Rate of interest on State loan, 6 per cent; interest payable on State loan, June 15 and December 15; interest payable at Bank of Tennessee; nature of security, lien on road and equipments, etc.; amount of sinking fund, none.

TABLE II.

CHARACTERISTICS OF THE ROAD.

Total length of road.....	47 miles.
Total length of road in Tennessee.....	47 miles.
Total length of road finished .....	30 miles.
Total length of road finished in Tennessee .....	30 miles.
Length of branches owned by company.....	None.
Length of road under contract not finished.....	17 miles.
Length of road graded .....	About 47 miles.
Length of road graded in Tennessee .....	About 47 miles.
Length of road under contract not finished in Tennessee.....	17 miles.
Aggregate length of sidings, exclusive of branches	1.8 miles.

Number of sidings and turnouts . . . . .	5
Weight of rail per lineal yard, main line . . . . .	58 lbs.
Number of tons per mile, main line . . . . .	102.08
Maximum grade, main line . . . . .	211.2 and 80.
Total rise going on main line . . . . .	1202 feet.
Total fall on main line . . . . .	1098 feet.
Shortest radius of curvature, main line . . . . .	573 and 955 feet.
Total degrees of curvature, main road . . . . .	1261
Total length of straight line, main road . . . . .	36.1 miles.
Total length of curved line, main road . . . . .	10.9 miles.
Width of earth excavation at grade . . . . .	20 feet.
Width of rock excavation at grade . . . . .	14 feet.
Average slope of earth excavation . . . . .	1 to 1.
Average slope of rock excavation at grade . . . . .	1 to 10.
Width of embankment at grade . . . . .	12 feet.
Number of truss bridges . . . . .	8
Aggregate length of truss bridges . . . . .	2218 feet.
Number of draw bridges . . . . .	1
Aggregate length of draw bridge . . . . .	700 feet.
Aggregate length of trestling . . . . .	2950 feet.
Number of stone and brick culverts . . . . .	116
Number of crossties per mile . . . . .	2640
Dimensions of crossties . . . . .	6x7 in., 8 ft. long.
Character of timber used . . . . .	White and post oak and cedar.
Character of joint fastenings . . . . .	Wro't iron chairs.
Weight of cast or wrought iron chairs . . . . .	6 to 10 lbs.
Number of miles of road ballasted . . . . .	15
Number of miles of road fenced . . . . .	Unknown.
Number of public roads crossed at grade . . . . .	16
Number of railroads crossed at grade . . . . .	None.
Number of flag and way stations for express trains	13
Number of engine houses . . . . .	1
Number of machine shops . . . . .	None.
Number of wooden depot buildings . . . . .	1
Number of brick depot buildings . . . . .	None.
Number of turntables . . . . .	2
Number of wood and water stations . . . . .	1
Number of repair houses . . . . .	None.

EQUIPMENT OF ROAD.

Number of locomotives . . . . .	2
Number of passenger cars . . . . .	None.
Number of baggage and express cars . . . . .	1
Number of box freight cars . . . . .	4

Number of platform cars.....	6
Number of gravel cars .....	None.
Number of road cars.....	3
Width and length of passenger and baggage cars..	10 x 44 feet.
Width and length of freight cars .....	9 ft. x 27 ft. 6 in.

BUSINESS OF THE YEAR IN TRANSPORTATION.

Number of miles run by passenger trains .....	16,023
Number of miles run by freight trains.....	No freight trains.
Number of miles run by other trains .....	13,824
Number of miles run by all .....	29,845
Number of way passengers.....	12,937
Total number of passengers carried in cars.....	10,401
Rate charged for way passengers .....	4 cents per mile.
Average rate charged for passengers .....	4 cents per mile.
Rate of speed by accommodation trains, inc. stops	11.6
Rate of speed by accommodation trains in motion	14.5
Rate of speed by freight trains, including stops..	11.6
Rate of speed by freight trains in motion .....	14.5
Average number of officers and agents for the past year in construction department .....	5
Average number of officers and agents in trans- portation department.....	4
Average number of laborers in transportation department .....	5

ACCIDENTS OF THE PAST YEAR.

Number of persons injured.....	2 slightly.
Number of persons killed .....	None.

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

E. S. Cheatham, President; W. B. A. Ramsey, Secretary and Treasurer; A. Anderson, Chief Engineer.

The principal office and address of the company is at Nashville, Davidson County, Tenn.

**CENTRAL SOUTHERN.**

Track-laying was commenced on this road in July last, and up to October 1 had progressed eighteen miles, from Columbia to Lynnville station, in Giles County.

It is designed by this company to complete the track and open the road for business to Pulaski, thirty-three miles from Columbia, some time in December.

From the State line, at the south end, the track will be laid to Prospect station by January 1 next, leaving an unfinished break of about twelve miles.

\*This break will be closed early in the spring of 1860, thus forming a complete through line from Louisville, Ky., to Nashville, Decatur, Ala., Memphis and New Orleans. When this road is completed to Decatur, the running time from Nashville to New Orleans will not exceed thirty-seven hours; from Louisville, not over forty-eight.

There can be but very little doubt of this road doing a profitable business.

TABLE I.

STOCK AND DEBTS.

Total amount of capital stock subscribed*.....		\$484,325 50
Total amount of capital stock paid in		257,465 95
Amount of State aid granted to road-way.....	\$442,000 00	
Amount of State aid granted to bridges.....	80,000 00	
	<hr/>	522,000 00
Amount of State aid received on road-way .....	\$299,000 00	
Amount of State aid received on bridges.....	13,000 00	
	<hr/>	312,000 00
Funded debt due on State bonds . . . .		312,000 00

\*Most of our contracts are let with 25 per cent, payable in stock of the company, so that our capital stock can not be determined until all contracts are finished. We state it as it stood on the books of the company, June 30, 1859.



Funded debt due to others than State	None.	
Amount of floating debt . . . . .	None.	
Cost of road and equipment . . . . .		\$549,897 64
Cost of equipment (locomotives) . . . . .		10,038 30
Total length of road . . . . .	47.58 miles.	
Total length of road in Tennessee . . . . .	47.58 miles.	
Total length of road finished . . . . .	None.	

TABLE II.

Cash realized from State bonds sold . . . \$312,000 00	c. 90½	\$282,000 00
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TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

Date of issue State loan, August 24, 1858; date of payment State loan, January 1, 1898; rate of interest on State loan, six per cent; rate of interest, payable at the Bank of Tennessee, June 15 and December 15; security for State loan, lien on road, etc.

TABLE IV.

CHARACTERISTICS OF THE ROAD.

Total length of road . . . . .	47.58 miles.
Total length of road in Tennessee . . . . .	47.58 miles.
Total length of road finished . . . . .	None.
Length of branches owned by company . . . . .	None.
Length of road under contract, but not finished . . . . .	47.58 miles.
Length of road graded . . . . .	About 35 miles.
Weight of rail per lineal yard on main line . . . . .	57 lbs.
Number of tons per mile on main line . . . . .	100
Maximum grade on main line . . . . .	68.64 feet.
Total rise going on main line (south) . . . . .	1116 feet.
Total fall going on main line (south) . . . . .	1116 feet.
Shortest radius of curvature on main line . . . . .	1432 feet.
Total degrees of curvature on main line . . . . .	1654½ degrees.
Total length straight line on main road . . . . .	28.19 miles.
Total length curved line on main road . . . . .	19.39 miles.
Width of earth excavation at grade . . . . .	18 feet.
Width of rock excavation at grade . . . . .	14 feet.
Width of embankments at grade . . . . .	12 feet.
Average slope of earth excavation . . . . .	1 to 1.
Average slope of rock excavation . . . . .	1 to 10.
Number of truss bridges . . . . .	8
Aggregate length of truss bridges . . . . .	1620 feet.
Aggregate length of trestling . . . . .	2725 feet.



Number of stone and brick culverts .....	136
Number of crossties per mile .....	2640
Dimension of crossties .....	6 by 7, 8 feet.
Character of timber used .....	Cedar and oak.
Character of joint fastenings .....	Iron and wood splice.
Number of miles of road ballasted .....	About 10.
Number of public roads crossed at grade .....	29
Number of locomotives .....	1
Number of platform cars .....	5

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

Thomas Martin, President; John Baird, Secretary and Treasurer;  
A. Anderson, Chief Engineer and Superintendent.

Principal office of the company is at Columbia, Maury County,  
Tenn.

**ROGERSVILLE & JEFFERSON.**

The tabular statement of this road does not show any cost for construction. But one item of cost is given in the report of the company, and that one, it will be seen, is \$3500 for engineering.

The distance from the point where the line of this road falls into the trunk line of the East Tennessee & Virginia Railroad to Rogersville is fourteen miles, ten of which is graded, ready for the iron rails, and the break of four miles, between Holston River and Rogersville, is nearly completed.

There has been a large portion of work done on the Holston River bridge, the aggregate length of which is 1430 feet. The company have received \$23,000 in bonds on the bridge, and \$100,000 on their roadway. The last amount, however, has been issued since the date of the report made by the officers of this road.

TABLE I.

STOCK AND DEETS—CHARACTERISTICS OF THE ROAD.

Total amount of capital stock sub- scribed .....	\$82,000 00
Total amount of capital stock paid in	12,920 38

Amount of State aid granted to road-way.....	\$140,000 00	
Amount of State aid granted to bridges.....	100,000 00	
		<hr/>
		\$240,000 00
Amount of State aid received on bridges.....		23,000 00
Funded debt due on State bonds ....		23,000 00
Amount of floating debt .....		22,000 00
Cost of road (engineering and salaries)		3,500 00
Total length of road (all in Tennessee).....	14 miles.	
Length of road graded.....	10 miles.	
Length of road under contract but not finished ..	4 miles.	
Aggregate length of sidings, exclusive of branches.	4000 feet.	
Number of sidings and turnouts.....	5, not determined.	
Weight of rail per lineal yard (main line).....	50 pounds.	
Number of tons per mile (main line).....	88	
Maximum grade (main line).....	30 ft. for 2.6 miles and 68 ft. for 11.4 miles.	
Total rise going on main line.....	416 feet.	
Total fall on main line .....	242 feet.	
Shortest radius of curvature on main line.....	955 feet.	
Total degrees of curvature on main line.....	1078 degrees.	
Total length straight line (main road).....	44,390 feet.	
Total length curved line (main road).....	29,530 feet.	
Width of earth excavation at grade.....	14 and 18 feet.	
Width of rock excavation at grade .....	15 feet.	
Width of embankment at grade.....	12 feet.	
Average slope earth excavation.....	0.75 to 1; 0.5 to 1.	
Average slope rock excavation at grade .....	1 in 5 feet.	
Number of truss bridges .....	1	
Aggregate length of bridges.....	1430 feet.	
Aggregate length of trestling.....	40 feet.	
Dimensions of crossties.....	7 by 8, 8½ ft. long.	
Character of timber used.....	White and post oak, walnut and locust.	
Number of public roads crossed at grade.....	10	

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

R. G. Fain, President; W. D. Printz, Secretary and Treasurer;  
E. Winston, Chief Engineer.

The principal office of the company is at Rogersville, Hawkins  
County, Tenn.

**NASHVILLE & NORTHWESTERN.**

The work of construction has been resumed on this road under more favorable auspices and with brighter prospects of successful completion. The capital stock has been increased by subscriptions from Davidson, Humphreys, and Carroll counties, and large contracts for grading and iron have been made. The important connections of this road have already been alluded to in connection with the several roads terminating at Nashville and elsewhere. The company report thirty-two and a half miles under contract, and twenty-one are finished, in Tennessee. This does not include twenty-four miles of the Eastern Division upon which there is a large portion of the grading and bridging done, making the length of road in progress in this State fifty-six and one half miles.

A reference to the tabular statement of this road will show its present condition so far as known.

TABLE I.

STOCK AND DEBTS—CHARACTERISTICS OF THE ROAD.

Total amount of capital stock subscribed.....		\$1,157,000 00
Total amount of capital stock paid in.....		420,000 00
Amount of State aid granted to road-way.....	\$1,675,000 00	
Amount of State aid granted to bridges.....	200,000 00	
	<hr/>	1,875,000 00
Amount of floating debt.....		31,461 00
Cost of road to date.....		367,166 44
Total length of road.....	175 miles.	
Total length of road in Tennessee....	167.5 miles.	
Length of road under contract, but not finished.....	40 miles.	
Length of road under contract, but not finished in Tennessee.....	32.5 miles.	
Length of road graded.....	30 miles.	
Length of road graded in Tennessee.....	21 miles.	
Maximum grade on main line.....	68.5 miles.	
Shortest radius of curvature on main line.....	5 degrees.	
Width of earth excavation at grade..	18 feet.	

Average slope of earth excavation... 1.25 to 1  
Width of embankment at grade..... 12 feet.  
Number of cross ties per mile..... 2000  
Dimension of cross ties..... 6 x 8 inches, 9 feet.  
Character of timber used..... White oak, post oak and cedar.

NAMES OF THE PRINCIPAL OFFICERS OF THE COMPANY.

V. K. Stevenson, President; Thomas L. Bransford, Secretary;  
John O. Ewing, Treasurer; Fritz Hellner, Division Engineer.

The principal office and address of the company is at Nashville,  
Davidson County, Tenn.

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The foregoing tabular statements of each road, under its own separate heading, will give to your honorable body all the statistical information in relation thereto, which is deemed important or valuable.

By reference to any road in the State under its proper heading in this report, its present condition may be at once ascertained. I have thought it advisable to generalize the statistics included in each report, and give the result of this generalization, rather than to cumber my report with a mass of incongruous facts, which a publication of the statements of each separate report would have presented. Besides, the publication of the whole must make a large volume. This I regard as a compliance with the spirit if not the letter of the law, making it the duty of the Road Commissioner to make biennial reports to your honorable body.

By reference to tabular statements of the roads of the State, it will be seen that the aggregate length of the seventeen roads, under the heading of "Finished," and "In Course of Construction," in the State, is 1,329.88 miles. The total amount of State aid granted to these roads, \$16,031,000. The aggregate length of finished road in Tennessee to July 1st is 914.19 miles. Total amount of bonds loaned to the companies to July 1st, \$11,940,000. The aggregate length of finished road in Tennessee to October 1, 1859, is 977.19 miles, and the total amount of bonds loaned the companies to that date, \$12,912,000. The aggregate length of unfinished road-

way, remaining to be completed on the lines of the roads now in progress, to October 1st, 352.69 miles, to which the State is pledged in the sum of \$3,119,000, and which amount is the prospective liability of the State.

The total amount of State aid granted to the twenty-one roads, laid down in tabular statement of the roads of the State, including roads finished and in course of construction, and roads commenced and work suspended, is \$19,851,000, of which sum \$3,520,000 are pledged to the companies that have suspended operations. It is highly probable the work of construction will be resumed on some of these roads hereafter, but their completion will depend on the success of their respective friends in procuring the necessary means required in the construction of enterprises of such magnitude. Since the inauguration of the railway system of the State nine roads have finished their lines and eight are in rapid progress of completion. The number of miles of finished road to October 1, 1855, was 336; to October 1, 1857, 835, showing an increase of 299 miles; and on October 1, 1859, 977.19 miles—increase of 342.19 miles.

The aggregate cost of the seventeen roads in running order, as reported by their respective companies, is \$41,728,000; their net earnings, \$2,411,245.06, showing a per centum of nearly six per cent. on their cost.

These roads are most of them unfinished, their connection but imperfectly formed, and yet this satisfactory result has been obtained. When, however, the whole system of roads for this State is completed, when the system with which they connect in other States is finished (and a twelvemonth more will certainly accomplish much in this direction), may we not point with commendable pride to these monuments of the energy, skill, and enterprise of our citizens?

The enhancement of the value of real estate on and near the lines of these roads, would more than pay the cost of their construction, and when we reflect that they will remain as perpetual viaducts for the travel and traffic of the country



for all time to come, their value cannot be too highly estimated by all those who are within the favored bounds of their beneficial influence. Our general internal improvement system, while it is comprehensive and enlarged, is characterized by great simplicity of detail, and while originally it might have been, and indeed was a question upon which there was great diversity of opinion, whether the State should lend her credit by way of aid to this system, the policy has been adopted, large amounts have been issued to the companies, and the credit of the State is so intimately blended with its successful working, that it would be suicidal on her part to do anything to impede or retard their progress.

This system, if carefully examined, it will be seen, can only result detrimentally to the State in the event that the roads themselves shall fail, and the people (except so far as counties and corporations have become stockholders) can never feel the burden of taxation for railroad purposes as long as the companies are prosperous and successful. By the law granting State aid it is granted upon condition that the companies pay the interest upon bonds issued to them. These bonds have from thirty to forty years to run. At the expiration of five years from the date of issuance, and annually thereafter, the companies are further bound to pay into the State treasury two per cent as a sinking fund, with which, the bonds of the State so loaned, in aid of their construction, are to be purchased, thus at once making the company pay the interest upon the bonds, and provide the means to pay off the principal before they mature. To secure the performance of this undertaking on the part of the companies, the State retains a lien in preference to all other creditors upon the roadway, equipments, and all other property of the companies.

If, therefore, any company should fail in their liabilities, the State has a clear right to sell the road, property, etc., and from the proceeds of sale to indemnify herself in taking up as many bonds as may have been issued to such delinquent company.

So far there has been no occasion for such action on the part of the State, and the present condition of the companies justify the belief that there will be a continued punctuality on their part.

Should there, however, be a case for the application of the penalty of the law, I do not hesitate to say, that there is not a road in the State, which is now finished to its connections and in running order, which would not bring the amount of State aid issued for the purpose of its construction. The only possible danger that can exist is in the case of roads in course of construction and which have not as yet completed their lines to any important connection. But even in this class of roads, I am not prepared to mention one whose present condition would justify a suspicion of such a result.

It is, therefore, I conclude that sound policy would suggest such legislation as will facilitate the completion of such enterprises, always, however, keeping in view the safety of the State in causing a rigid compliance with the terms of the law granting aid thereto.

It is of the highest importance to these roads thus requiring the fostering care of the Legislature, that the bonds of the State should command a high price in the market; and hence it is contended that nothing would be more fatal to their successful completion than any considerable increase of State liabilities.

The above remarks have not been made under the presumptuous belief that the provisions of the General Internal Improvement Law (of which they constitute but a meagre generalization) are not known to your honorable body; but to correct an erroneous public opinion, which, in traveling over many portions of the State in discharge of the duties of my office, I have found to obtain, to the effect, that whenever the State issued its bonds to a railroad company, it at once, and necessarily, becomes an increased source of taxation. Such impression places the Government in an improper



light before the people, and is unjust to the companies, who very naturally come in for a very large share of the odium usually attached upon any increase of taxation beyond the actual wants of government.

I have, therefore, thought it proper to say this much to remove, as far as it may have influence to do so, this erroneous impression. The discharge of my duties require of me a personal inspection of the roadways of the State, and in making this inspection, some things have met my observation on which it may not be improper to suggest.

The spirit of rivalry, which is an unavoidable concomitant of energy and enterprise, will, and doubtless often does, lead the conductors of trains to a speed always hazardous and often fatal in its results. It might not be unwise to make maximum rate of speed a matter of public law, leaving the rate below such maximum to the discretion of the companies.

While in the main, the railroads have been constructed in a permanent and substantial manner, yet at many points on their lines there are sections of trestlework varying, of course, in their length and height. It cannot be denied that such structures are temporary in their character, more or less unsafe, and require a slower rate of speed in passing trains over them, thereby inducing a greater increase of speed in order to make up the time thus lost between points.

It would doubtless very greatly increase the durability and the safe rate upon railroads, to require companies to replace with solid earth on each embankment, all trestling under thirty feet, and all higher trestling up to that point, within, say ten years from the date of the completion of their line of roadway, except at such points as there is a necessity for an aqueduct, a public or private roadway.

Some of our companies are already engaged in this work, and have declared it to be their settled policy to make fills wherever the trestlework occurs on their roads. The life, so to speak, of a piece of trestle, is not more than ten years;

that of a crosstie or a wooden culvert, not more than five years. In fulfilling the requirements of the law entitling them to State aid, I have sometimes known companies to build their wooden culverts (for often stone can not be obtained near the point where they are needed) from one to two years before, in the judicious and proper working of their roads, they can possibly reach them with their trains. Sometimes from the intervention of large streams requiring bridges, provided for by State aid, in other cases from the intervention of points requiring tunnels—but in order to obtain the State aid, they must prepare their roadbed ready for the iron rails, and along with the rest these perishable structures, and before, in the judicious progress of the road, they can be used, from one-fifth to one-half their period of existence has elapsed—a clear loss to the companies of thousands of dollars, without any compensating benefit to the State by way of increased security to the State. When a case like this occurs in the future, might it not be well enough to allow them to draw the State aid before the completion of such perishable structures? But on condition,—

(1) That the Road Commissioner shall be satisfied, and through his report satisfy the Governor, that such a time would elapse in the judicious and energetic construction of such road, before they would need trestling, crossties and culverts (provided the stone could not be obtained without great inconvenience) as would make it unwise to construct the same at the time of such application.

(2) That in making such application, the Chief Engineer of the company shall, under oath, make a statement of the points on the roadway where such work is located, the quantity of such work, and an estimate of its actual cost.

(3) That the Governor be authorized to withhold out of the State aid to which such company may be entitled, so much as may be necessary to cover its cost, and the aid so withheld only to be paid when in accordance with the provisions

of the present law the same shall be reported to him by the Road Commissioner as finished.

With these or some such guards thrown around it, I can see no danger to the State, but, manifest advantage to the companies, and as far as the same are blended, a resulting advantage to the State in strengthening the companies in the performance of their engagements, with regard to the payment of interest and principal on bonds issued to them in the progress of construction.

All of which is respectfully submitted.

H. F. CUMMINS,

November 27, 1859.

Road Commissioner.

[*Public Documents, Tennessee Legislature, 1859-60, pp. 391-453.*]

**Extract from communication from J. T. Dunlap, Comptroller of Tennessee, to the General Assembly, January 22, 1861.**

The Edgefield & Kentucky, and Winchester & Alabama, two short railroads, unfinished in their connections or to their original termini, have failed to meet their January interest. They are now in the hands of Receivers, appointed by the Governor, for the benefit of the State. Under Section 1106 of the Code, I drew upon the Treasurer to pay the interest for each of them; for the first, including exchange, \$23,180.15, and for the last, also including exchange, \$13,359.90. . . . I have heard no apprehensions expressed that the longer and finished roads would fail to meet their interest; but should they do so, I do not doubt the State would promptly pay it. *Journal Extra Session, 1861, pages 146-47.*

**Annual Report of the Condition of Railroads in Tennessee, for the Year Ending June 30, 1865, by A. W. Hawkins, Commissioner of Roads.**

NASHVILLE, TENN., January 25, 1865.

*To the General Assembly of the State of Tennessee:*

In compliance with the Act of February 3, 1858, I herewith submit the following report of the condition of such railroads in Tennessee as have reported to me for the year ending June 30, 1865.

This report should have been made on the first day of your regular session, but owing to the disorganized condition of many of the railroad companies of the State I have found it impracticable to procure reports from the companies, which furnish the only data upon which my report is based, at an earlier date.

At the present time only a portion of the companies have made their reports. Others are known to be engaged in preparing reports, which will, it is presumed, be handed in so soon as completed. The difficulty of the companies in making their reports is greatly increased by the fact that during the war the books and papers of the various railroad companies were, with few exceptions, lost or destroyed.

The law requires the report for each year to close with the 30th of June. For the year ending June 30th, last, no business had been done by any company in the State except the Louisville & Nashville Railroad, consequently no business is reported for the past year. In preparing forms for their reports it was deemed advisable to procure information to the latest date practicable, and as the law fixes September 1st as the time at which the companies shall make out and forward their reports, an additional report was called for, embracing the months of July and August. In preparing the form for this additional report tables were prepared showing the character and extent of injuries sustained by

the roads during the war. Full reports on this point will furnish valuable historical information, and may also be of service in adjusting the various questions of interest arising out of the condition of our roads in Tennessee.

The State is largely interested in the prosperity of the various railroads in her borders, hence your honorable body will see at once the importance of such legislation as will protect the interests of the State by giving them such timely aid as will enable them to meet the requirements of business and travel in the country, and thus regain a prosperous condition.

The action which you have already taken for their benefit by extension of State aid evinces the liberality with which you are disposed to act in their behalf. While you thus extend to them liberal encouragement, it is equally incumbent upon you to protect the interests of the citizens of the State against the incorporated companies, which necessarily enjoy, under your legislation, a monopoly of the carrying business. Most of the Acts of incorporation for railroad companies in the State contain a maximum rate of charge for freight and passage. So far as I have examined the charters the Mobile & Ohio Railroad Company constitutes the only exception, as no rates are fixed in its Act of incorporation. Complaints have been made, during the past year, of exorbitant rates having been exacted by this company.

Owing, perhaps mainly, to the bad condition of many of our roads when turned over by the military authorities, but partly, I do not doubt, to inexcusable carelessness, the chapter of accidents on railroads has of late assumed proportions frightful in extent, and if further legislation, defining the liabilities of railroad companies for injuries to life or limb, could render travel more secure, it would be of great public advantage.

The following tables exhibit the condition of such companies as have made their annual reports.

**TENNESSEE & ALABAMA RAILROAD.**

The report of this company is incomplete, owing to the loss and destruction of books and papers during the war. The loss sustained by this company during the war was very severe, and up to the time of making its report the company was not in possession of the road. Its report is, therefore, necessarily meagre. The road is now in operation for the entire distance, and is understood to be doing a fair business.

TABLE I.

STOCK AND DEBTS TO DATE.

Amount of capital stock .....	\$2,000,000
Amount subscribed by individuals.....	900,000
Amount subscribed by counties .....	200,000 in bonds.
Total amount subscribed.....	1,100,000
Amount paid by individuals.....	700,000
Amount paid by counties.....	200,000 in bonds.
Total paid in, about.....	850,000
Amount of State aid granted to roadway.....	775,000 in bonds.
Amount of State aid granted to bridges.....	85,000
Whole amount of State aid granted.....	860,000
Whole amount of State aid received .....	850,000
Amount of floating debt, about.....	300,000
Average rate of interest on floating debt.....	10 per cent.

NOTES AND EXPLANATIONS.

The capital stock of this company was fixed by the Act of incorporation at the cost of its construction when completed. As the road had just been completed at the outbreak of the war, and no report of its cost had been made out, the books and papers of the company having been destroyed, the exact cost cannot now be stated, though it is set down at \$2,000,000. Owing to the destruction of books and papers there are many points on which information is desired which cannot at present be obtained.

The last payment on sinking was made in September, 1861.



TABLE II.

CASH REALIZED FROM THE SALE OF STOCK AND BONDS.

	<i>Amount Sold.</i>	<i>Value, per cent</i>	<i>Cash Realized.</i>
From State bonds .....	\$860,000	93	\$802,247 50
From Company bonds.....			
Total amount .....	860,000		802,247 50

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT—STATE LOAN.

Date of issue.....	1853 to 1858, inclusive.
Date of payment.....	
Interest, when payable.....	January 1 and July 1.
Interest, where payable.....	New York.
Rate of interest.....	6 per cent.
Character of security.....	Lien on property of Co.

The cost of road and equipments are not given in the report, in consequence of loss of papers and books of company.

TABLE IV.

CHARACTERISTICS OF THE ROAD.

Total length of road.....	57.5 miles.
Total length of road in Tennessee.....	57.5 miles.
Total length of road finished .....	57.5 miles.
Total length of road finished in Tennessee .....	57.5 miles.
Weight of rail per lineal yard on main line.....	63 pounds.
Maximum grade on main line.....	50 feet.
Character of timber used for ties .....	White oak, cedar.
Character of joint fastenings .....	Fishing bars, iron and wood.
Number of miles of road ballasted .....	57.5
Number of railroads crossed at grade .....	1
Number of engine houses .....	2
Number of brick depot buildings.....	1
Number of turntables.....	2

Various interrogatories propounded to the company under this head are unanswered, in consequence of the destruction of the company's books, etc.



TABLE V.

EXPENSES FOR OFFICERS AND EMPLOYEES.

Number of officers employed by the company . . . . .	2
Aggregate salary of officers . . . . .	\$3800 and exp.

TABLE VI.

SHOWING LOSS OF PROPERTY AND DAMAGES TO THE ROAD DURING THE WAR—INJURIES AND LOSSES BY REBELS.

Taken possession of . . . . .	1861
Number of locomotives removed . . . . .	3
Number of passenger cars removed . . . . .	8
Number of freight and other cars removed . . . . .	24

None of the above property was returned, though every effort was made by the officers of the company not only to prevent its removal but also to secure its return. The road was under the control of rebel military authorities from —, 1861, to March, 1862.

TABLE VII.

SHOWING THE USE, LOSSES, AND INJURIES OF ROAD AND COMPANY AT THE HANDS OF THE U. S. MILITARY AUTHORITIES DURING THE WAR.

Taken possession of . . . . .	March, 1862.
Miles of track destroyed . . . . .	About 12, with sidings.
Depot houses destroyed . . . . .	3, and 1 injured.
Engine houses destroyed . . . . .	1
Repair houses destroyed . . . . .	About 10.
Locomotives destroyed . . . . .	1, and 2 injured.
Various miscellaneous items, value not ascertained.	

The road was alternately in the possession of the contending parties, and consequently suffered heavy damages, the extent of which is not yet ascertained.

On September 1st, the date of the company's report, the road was still in the hands of the U. S. military authorities; but, as I am informed, has since been returned to the company.

TABLE VIII.

PRESENT CONDITION.

Whole length built . . . . .	57.5 miles.
Length of road now in operation . . . . .	46 miles.
Entire State aid received . . . . .	\$860,000, bonds.

Amount of interest unpaid thereon.....	\$229,150 to Jan. 1, 1866.
Amount of sinking fund paid in.....	8 bonds, \$5200 money.

OFFICERS OF THE COMPANY.

John S. Claybrook, President; Frank Hardeman, Secretary and Treasurer. Directors—John S. Claybrook, Thos. F. Perkins, C. W. Nance, M. G. L. Claiborne, Samuel Henderson, B. B. Toon, R. H. Bradley, John B. McEwen, Wm. P. Cannon, A. H. Mayberry, John McGavock, Wm. Park, James Andrews. Directors for the State—S. M. Arnell and D. B. Cliffe.

The principal office or address of the company is at Franklin, Williamson County, Tenn.

**CENTRAL SOUTHERN RAILROAD.**

This road having been, on July 1st and September 1st, in the hands of the military authorities, only a partial report is made by the officers.

The losses incurred by the company during the war were very heavy, and its resources necessarily much crippled. The cars are now running upon the entire road, and with the revival of business it is confidently expected that the company will soon regain its former prosperity.

TABLE I.

STOCK AND DEBTS.

Amount of capital stock, as per charter.....	\$1,000,000 00
Amount subscribed by individuals.....	199,235 80
Amount subscribed by towns and cities.....	30,000 00
Amount subscribed by counties.....	275,000 00
Total amount subscribed.....	504,235 80
Amount paid in by individuals.....	192,728 21
Amount paid in by towns and cities.....	30,000 00
Amount paid in by counties.....	275,000 00
Total amount of stock paid in.....	497,728 21
Amount of State aid granted to roadway.....	447,000 00
Amount of State aid granted to bridges.....	85,000 00
Whole amount of State aid.....	562,000 00
Amount of State aid received on roadway.....	477,000 00
Amount of State aid received on bridges.....	57,000 00
Total amount of State aid received.....	534,000 00

Funded debt due on State bonds .....	\$534,000 00
Annual interest due on funded debt due State ...	32,040 00
Amount of floating debt .....	82,652 52
Average rate of interest on floating debt.....	10 per ct. on \$30,- 000, balance 6 per cent.

TABLE II.

CASH REALIZED FROM SALE OF STOCK OR STATE BONDS.

	<i>Amount sold.</i>	<i>Value, per ct.</i>	<i>Cash realized.</i>	<i>Am't real- ized in iron, equipments &amp; bridging.</i>
From State bonds.....	\$229,000	10 off.	\$270,000	\$264,000

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT — STATE LOAN.

Date of issue.....	
Date of payment.....	
When payable (interest) .....	Jan. 1 and July 1.
Interest, where payable.....	Nashville.
Rate of interest .....	6 per cent.
Character of security.....	Lien on road.

TABLE IV.

COST OF ROAD AND EQUIPMENT.

<i>General Expenses.</i>	<i>To Date</i>	<i>Total amount actual and estimated.</i>
Office expenses, stationery, etc.....	\$ 2,045 66	\$ 2,045 66
Discount State bonds.....	29,000 00	29,000 00
Interest account, ordinary.....	8,190 47	
Interest on State loan.....	83,707 88	91,898 35
Salaries.....	6,750 00	6,750 00
Engineering.....	3,250 84	3,284 50
Right of way.....	3,235 71	3,235 71
Grubbing, clearing and graduation.....	33,021 19	33,021 19
Masonry.....	30,459 90	30,459 90
Bridges and trestles.....	112,603 03	112,603 03
Ballasting.....	27,000 55	27,000 55
Cross-ties.....	43,141 26	43,141 26
Iron rails.....	282,931 68	282,931 68
Chairs, spikes and fastenings.....	32,348 47	32,328 47
Track-laying.....	22,790 42	22,790 42
Depot buildings.....	10,890 11	10,890 11
Engine houses and machine shops.....	6,442 10	6,442 10
Machinery for shop.....	682 90	682 90
Water stations and wood sheds.....	1,232 15	1,232 15
Locomotives.....	53,171 10	53,171 10
Passenger and baggage cars.....	8,768 59	8,768 59
Freight cars.....	25,794 89	25,794 89
Road cars.....	735 80	735 80
Total cost roadway, actual and estimated..		559,796 96
Total cost of iron and equipments, actual and estimated.....		620,006 28
Total cost.....		1,179,803 24

TABLE V.

CHARACTERISTICS OF THE ROAD.

Total length of road.....	47.75 miles.
Total length of road in Tennessee.....	47.75 miles.
Total length of road finished.....	47.75 miles.
Total length of road finished in Tennessee.....	47.75 miles.
Total length of branches owned by Company....	None.
Total length of branches finished.....	None.
Length of road graded in Tennessee.....	47.75 miles.

This road is finished through its entire length; but as the company was in a partially disorganized condition at the time of making its report, and having no Engineer, further information under this head could not be given.

The following tables show the losses, injuries, etc., during the war.

TABLE VI.

LOSSES AND INJURIES BY THE REBELS.

Taken possession of.....	March, 1862.
Bridging destroyed.....	1590 feet.
Trestling destroyed.....	3000 feet.
Aggregate value destroyed.....	\$125,000
Locomotives removed.....	5
Passenger cars removed.....	4
Freight and other cars removed.....	45
Total value removed.....	\$88,470.38 then; \$176,940.76 now.

LOSSES AND INJURIES BY UNITED STATES AUTHORITIES.

Taken possession of.....	April, 1862.
Depot houses destroyed.....	1
Aggregate value destroyed.....	\$10,000
Value of iron rails removed.....	Large, but cannot be stated.
Other property.....	An amount taken but not definite- ly ascertained.

TABLE VII.

PRESENT CONDITION.

Entire length of road.....	47.75
Length now in operation.....	47.75
Entire State aid received.....	\$534,000
Interest unpaid thereon.....	112,140
Sinking fund paid in.....	
Estimated cost of putting road in good condition.	100,000
Estimated cost of reëquipping.....	50,000

OFFICERS OF THE COMPANY.

Thos. Martin, President; John Baird, Secretary and Treasurer; Thos. Martin, Thos. K. Gordon, Giles A. Reynolds, Newton White, C. P. Reed, C. N. Ordway, Wm. Perry, Sr., A. Buford, W. J. Dale, Jas. T. Moore, G. S. Harris, J. Ballawfaut, J. Frierson, S. W. Fitzpatrick, Directors.

The principal office or address of the company is at Columbia, Maury County, Tenn.

**LOUISVILLE & NASHVILLE RAILROAD COMPANY.**

The road constructed and owned by this company is one of the most important in the State, forming, as it does, a connecting link between the railroad systems of the Ohio Valley and those of Tennessee, and the Southern States.

The tabular statements appended show a very satisfactory condition of this company. During the recent war this road suffered far less than other roads in the State, while it had the benefit of the largely increased travel and transportation growing out of the war. Since the close of the war this company has paid in, under resolutions of the Legislature, the sum of \$707,631.25, being the entire amount, principal and interest, of bonds issued by the State for the benefit of the company.

TABLE I.

STOCK AND DEBTS.

Stock paid in by individuals . . . . .	\$ 419,400
Stock paid in by towns and cities . . . . .	2,300,000
Stock paid in by counties . . . . .	1,900,000
Total amount paid in . . . . .	4,619,400
Amount State aid granted roadway . . . . .	450,000
Amount State aid granted to bridges . . . . .	110,500
Whole amount State aid granted . . . . .	560,500
Amount received on roadway . . . . .	450,000
Amount received on bridges . . . . .	110,000
Total amount received . . . . .	560,500
Funded debt due on State bonds . . . . .	
Funded debt due to others than State . . . . .	3,311,500
Amount interest due on State bonds . . . . .	
Amount interest on debt to others . . . . .	219,305
Amount of floating debt . . . . .	

TABLE II.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>	<i>City Bonds.</i>
Date of issue.....	1858-59, 1861..	1857-58, 1860..	1856-57.
Date of payment ...	30 and 37 years from date...	Various .....	30 years from date.
Interest, when pay- able .....	Jan. and July.	Jan., July, May and Nov.....	April, October, June & Dec.
Interest, where pay- able .....	Bank of Tenn.	N. Y. and Lou.	New York, etc.
Rate of interest ....	6 per cent.....	7 per cent.....	6 per cent.
Character of security	Mortgage .....	Mortgage .....	Mortgage.
Amount of sinking fund.....			\$2,527,215 76

COST OF CONSTRUCTION AND EQUIPMENT.

The total cost for construction and equipment of this road is reported at \$9,665,563.97.

The items of expense are not separated, but reported in the aggregate.

TABLE III.

CHARACTERISTICS OF THE ROAD.

Total length of road and branches .....	287 miles.
Total length of road in Tennessee .....	45 miles.
Total length of road finished .....	287 miles.
Total length of road finished in Tennessee .....	45 miles.
Total length of branches .....	102 miles.
Total length of branches finished .....	102 miles.
Aggregate length of sidings .....	17.16 miles.
Weight of rail per lineal yard, main line.....	57 to 60 pounds.
Weight of rail per lineal yard on branches.....	57 to 60 pounds.
Shortest radius of curvature .....	1000 feet.
Width of earth excavation at grade .....	20 feet.
Average scope of earth excavation.....	1 to 1.5 feet.
Width of embankments at grade .....	16 feet.
Number of truss bridges .....	30
Aggregate length of truss bridges.....	4594 feet.
Number of draw bridges .....	1
Aggregate length of draw bridges .....	275 feet.
Aggregate length of trestling.....	2941 feet.
Number of tunnels .....	4



Aggregate length of tunnels.....	4100 feet.
Number of crossties per mile .....	2100 to 2500.
Dimensions of crossties .....	8 x 6, 8.5 ft. long.
Character of timber used .....	White oak, cedar.
Character of joint fastenings.....	Williams' Splice Chair, Fink's Splice Chair, and Nuble's Lip Ch'r
Weight of cast or wrought iron chairs.....	11 to 30 pounds.
Number of miles of road ballasted .....	126 fully, 19 partly
Number of way stations for express trains .....	40
Number of machine shops .....	1
Number of engine houses .....	3
Number of wooden depot buildings.....	26
Number of brick depot buildings.....	2
Number of turntables.....	3
Number of water stations .....	18
Number of repair houses.....	2
Aggregate length of switches.....	17.16

TABLE IV.

EQUIPMENTS OF ROAD.

Number of locomotives .....	60
Number of passenger cars.....	42
Number of baggage and express cars .....	17
Number of box and freight cars .....	245 box & 98 rack cars.
Number of platform cars.....	94 flat, 17 gondola
Number of road and gravel cars .....	70
Number of boarding cars.....	12
Weight passenger engines, exclusive of tender...	50,000 to 64,000 pounds.
Weight of freight engines, exclusive of tender...	55,000 to 60,000 pounds.
Weight of passenger and baggage cars .....	28,000 pounds.
Weight of freight and box cars.....	16,000 pounds.
Width and length of passenger cars.....	10 ft. 4 inches wide 42 & 50 ft. long.
Width and length of freight cars .....	8 ft. 6 inches wide, 28 ft. long.
Number of wrecking cars.....	1

TABLE V.

RECEIPTS FOR THE YEAR.

	<i>Freight.</i>	<i>Passengers.</i>
July .....	\$ 236,545 72	\$ 373,099 40
August .....	336,250 82	327,858 42
September .....	392,807 94	487,294 16
October .....	239,976 00	682,616 76
November.....	180,934 98	664,114 94
December.....	186,352 64	419,138 38
January.....	197,656 12	385,666 64
February.....	199,727 12	351,427 18
March.....	203,876 62	429,698 96
April.....	179,688 32	289,163 34
May.....	137,502 59	329,010 92
June.....	211,268 94	576,796 42
Total receipts from.....	1,311,342 42	2,703,775 04
From mails.....\$ 37,500 00		
From express..... 121,828 49		
From other sources..... 140,094 05		
Total receipts.....		\$4,314,540 00

TABLE VI.

RUNNING EXPENSES.

Transportation .....	\$231,463 07
Road repairs .....	791,759 93
Bridge repairs.....	41,926 48
Water station repairs .....	13,277 94
Section house repairs .....	1,790 36
Depot repairs .....	15,770 05
Shop repairs.....	10,010 86
Car repairs.....	125,954 93
Engine repairs .....	94,387 02
Motive power .....	134,796 89
Fuel.....	144,127 24
Oil and waste.....	34,562 45
Watchman.....	14,657 45
Water supply.....	12,394 79
Damage and loss, balance of account.....	8,893 55
Damage to stock.....	4,388 16
Injury to persons.....	16,333 17
General expense.....	31,810 05
Salaries.....	24,719 05
Stationery.....	7,018 59

Discount .....	\$ 32,463 16
Insurance .....	1,000 00
Stamps .....	1,208 65
U. S. Government tax on monthly earnings.....	99,892 88
Reconstruction and improvements .....	<u>\$255,417 44</u>
Total expenses .....	\$2,142,024 63

TABLE VII.

BUSINESS OF THE YEAR IN TRANSPORTATION.

Number of miles run by freight and passenger trains .....	983,047
Number of through passengers .....	613,565
Number of way passengers.....	218,128
Total number of passengers.....	831,693
Rate of fare per mile.....	4 cents.
Rate of speed per mile, express trains.....	18 miles per hour.
Rate of speed when in motion .....	23 miles per hour.
Rate of speed, accommodation trains.....	14 miles per hour.
Rate of speed, accommodation, when in motion..	18 miles per hour.
Rate of speed, freight trains.....	10 miles per hour.
Rate of speed, freight trains, when in motion ...	15 miles per hour.

The net earnings of this road for the past year are \$2,172,515.42, being 54.4 per cent.

The number of persons killed on this road during the year by accident was two, both employees. The number injured from collisions was three.

TABLE VIII.

INJURIES BY MILITARY OPERATIONS DURING PAST YEAR, BY REBELS.

Feet of bridging destroyed .....	200
Depot houses destroyed .....	4
Boarding cars destroyed .....	4
Wood sheds and water stations destroyed.....	1
Locomotives destroyed, partially .....	5
Passenger and baggage cars, partially.....	11
Freight and other cars, partially.....	24
Wood burned.....	489.5 cords.

ORGANIZATION OF COMPANY.

James Guthrie, President; Willis Ramsey, Secretary; B. Marshal, Superintendent Transportation; Albert Fink, Chief Engineer and Superintendent Machine and Road Department.

*Directors*—Kentucky: James Guthrie, H. D. Newcomb, James B. Wilder, A. D. Hunt, James Speed, N. E. Ewing. Tennessee: R. Houston, Jo. C. Guild.

The principal office or address of the company is at Louisville, Kentucky.

**MEMPHIS & OHIO RAILROAD COMPANY.**

This company has not been able to present a satisfactory report, owing to the destruction and loss of papers. At the time of making its report, the company had not regained possession of the road, consequently it had no operations to report for past year. The company is now actively engaged in the work of rebuilding its road, which suffered greatly from the operations of the war; but it is to be hoped that by the aid of the recent liberal action of the Legislature, it will be soon in operation for its entire length.

TABLE I.

STOCK AND DEBTS.

Amount of capital stock subscribed by individuals.	\$ 499,788 90
Amount by towns and cities.....	174,500 00
Amount by counties.....	400,000 00
Total amount subscribed.....	1,074,288 90
Whole amount of State aid granted.....	1,493,000 00
Amount of State aid received.....	1,493,000 00
Funded debt due on State bonds.....	1,493,000 00
Funded debt due others than State.....	529,000 00
Annual interest due on State bonds.....	109,580 00
Annual interest on funded debt due others.....	49,020 00
Amount of floating debt.....	374,334 47
Interest due on floating debt.....	22,460 04

The foregoing statement is given merely as an approximation.

TABLE II.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>County Bonds.</i>
Date of issue .....	Sundry dates.	Oct. 1, 1856.
Date of payment .....	Sundry dates.	Oct. 1, 1856.
Interest, when payable .....	July and Jan.	Oct. and Apr.
Interest, where payable .....	New York.	Memphis and Charleston.
Rate of interest .....	6 per cent ...	6 and 10 per
Character of security .....	Lien on road.	ct. income.

COST OF CONSTRUCTION.

The total cost of construction is \$3,416,676.56.

The report of this company is made out from the report to stockholders in 1861—the books and papers of the company being in the hands of the former Secretary, and not at present accessible.

TABLE III.

CHARACTERISTICS OF THE ROAD.

Total length of road .....	130.6 miles.
Total length of road in Tennessee .....	130.6 miles.
Total length of road finished .....	130.6 miles.
Total length of road finished in Tennessee .....	130.6 miles.
Aggregate length of sidings .....	4 miles.
Number of sidings and turnouts .....	34
Weight of rail per lineal yard on main line .....	58 to 63 pounds.
Weight on branches .....	45 to 58 pounds.
Maximum grade on main line .....	52.8 feet.
Total fall on main line .....	2640 feet.
Total degrees curvature main line .....	1279
Total length of straight line on road .....	111.6 miles.
Width of earth excavation at grade .....	22 feet.
Average slope of same .....	1.5 to 1 foot.
Width of embankments at grade .....	15 feet.
Number truss bridges .....	14
Number draw bridges .....	1
Aggregate length of draw bridges .....	160 feet.
Aggregate length of truss bridges .....	1480 feet.
Aggregate length trestles .....	10,700 feet.
Number crossties per mile .....	2400
Dimensions of crossties .....	7 x 8, 8 feet.

Character of timber used.....	W. and post oak and cypress.
Character joint fastenings.....	Wrought iron.
Weight of cast or wrought iron chairs.....	8 to 12 pounds.
Number railroads crossed at grade.....	2
Number way stations for express trains.....	15
Number flag stations.....	18
Number of machine shops.....	1
Number of engine houses.....	1
Wooden depot buildings.....	12
Number depot buildings, brick.....	1
Number turntables.....	4
Number wood stations.....	12
Number water stations.....	10
Number of repair houses.....	2
Number of switches.....	34
Aggregate length of switches.....	23,490.

TABLE IV.

EQUIPMENT OF THE ROAD.

Number of locomotives.....	13
Number of passenger cars.....	9
Number of baggage and express cars.....	4
Number box and freight cars.....	50
Number of platform cars.....	70
Width and length of passenger coaches.....	10 x 42 feet.
Number of seats to passenger cars.....	60
Width and length freight cars.....	9 x 25

The succeeding tables show the history of the road during the war.

TABLE V.

INJURIES, ETC., TO ROAD BY REBELS.

Road taken possession of.....	June 8, 1861.
Feet of bridging destroyed.....	1100
Feet of trestling destroyed.....	4000
Woodsheds and water stations destroyed.....	4
Locomotives removed.....	8
Passenger cars removed.....	9
Freight and other cars removed.....	70
Was under control of rebel authorities from June 8, 1861, to 1862.	

TABLE VI.

INJURIES, ETC., BY UNITED STATES AUTHORITIES.

Taken possession of .....	June 6, 1862.
Miles of track destroyed .....	5
Depot houses destroyed.....	2
Engine houses destroyed.....	1
Repair houses destroyed .....	1
Woodsheds and water stations destroyed .....	3
Locomotives destroyed.....	2
Passenger and baggage cars destroyed .....	2
Freight and other cars destroyed .....	30
Value iron rails removed.....	\$50,000
Locomotives removed.....	7
Passenger cars removed.....	1
Freight and other cars removed.....	49
Value of other property removed (approximate).	\$80,000
Total value property removed .....	\$200,000

TABLE VII.

PRESENT CONDITIONS.

Entire length of road built.....	130.6 mile.
Estimated cost of putting road in running order to distance as above .....	\$250,000
Estimated cost for reëquipment .....	150,000
Estimated time required .....	6 months.
Estimated ability to pay interest past due, income	after 1 year.

OFFICERS OF COMPANY.

Amos Woodruff, President; S. K. Knowlton, Secretary; Samuel B. Jones, General Superintendent.

*Directors*—Amos Woodruff, Wm. Farrington, Edgar M. Davitt, Chas. B. Church, G. M. Bartlett, Ira M. Hill, Thomas G. Smith, J. H. Howell, George T. Taylor, Nathan Adams, James P. Wood, B. A. Williamson, Benjamin C. Brown.

The principal office or address of the company is at Memphis, Shelby County, Tenn.



#### **ROGERSVILLE & JEFFERSON RAILROAD.**

The books and papers of this company were all lost or destroyed during the war, and up to September 1, 1865, the company was in a partially disorganized condition. It has made no official report. From the present officers, however, I learn the following facts:

Whole length of road, fifteen miles, the full extent of which was graded. It is now running for the distance of ten and a half miles. The bridge across Holston was partially built, all the heavy work being done, and arrangements made for its completion before the operations of the company were suspended by the war, and iron was on hand to finish the track. The company has lost by this suspension the iron on hand, as well as the superstructure of the bridge. The recent Act of Legislature giving \$100,000 additional aid to the company will afford the necessary relief. The company has received State aid to the amount of \$159,000, upon which it paid the interest to July, 1863. The road was turned over to the United States authorities in September, 1863, with all the stock and materials on hand, and was restored in September, 1865. No compensation has as yet been received from the Government for its use.

#### **NASHVILLE & NORTHWESTERN RAILROAD.**

The report of this company, though not full, owing to the interruption of operations by the war, presents an encouraging view of the prospects of the road. Its completion to the Mississippi River will be pushed forward with vigor, rendering it one of the most important railroads in the State.

TABLE I.

STOCK AND DEBTS.

Capital stock as per charter .....	\$3,000,000 00
Amount subscribed by individuals .....	462,303 00
Amount subscribed by towns and cities.....	320,000 00
Amount subscribed by counties .....	450,000 00
Total amount subscribed.....	1,232,303 00
Amount paid in by individuals.....	338,200 48
Amount paid in by towns and cities .....	254,681 13
Amount paid in by counties.....	92,886 56
Total amount paid in.....	685,768 17
Amount of State aid granted .....	1,947,500 00
Total amount State aid received .....	1,455,000 00
Funded debt due on State bonds .....	349,200 00
Funded debt due to others than State .....	339,200 00
Annual interest on funded debt due to State....	87,300 00
Annual interest on funded debt due others .....	81,408 00
Amount of floating debt .....	218,200 92
Average rate of interest on floating debt .....	6 per cent.

TABLE II.

CASH REALIZED FROM SALE OF STOCK OR STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, per cent.</i>	<i>Cash Realized.</i>
From stock .....	\$ 546,534 83	Par.	\$ 546,534 83
From State bonds.....	1,437,000 00	96, 30, 8s	1,297,733 89
From Company bonds....	463,200 00	93, 91, 6s	435,019 47
Davidson County bonds ..	300,000 00	81, 02, 5s	243,077 09
Total amount.....	2,746,734 83	.....	2,522,365 28

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue .....	From Dec. 5, 1859, to April 30, 1861.	Various dates.
Date of payment.....	Various .....	Various.
Interest, where payable.....	N. Y. & Nashville.	
Rate of interest.....	6 per cent.....	6 per cent.
Character of security.....	Lien on road.....	Second mortgage.
Amount of sinking fund.....	None.	

TABLE IV.

COST OF ROAD AND EQUIPMENT.

	<i>To Date.</i>	<i>Total Cost, Actual and Estimated.</i>
Officers' expenses, stationery, etc...	\$ 42,640 95	\$ 42,640 95
Discount on State bonds .....	139,266 11	139,266 11
Discount on Company bonds .....	28,180 53	28,180 53
Interest account .....	119,332 61	119,332 61
Salaries .....	72,025 97	72,025 97
Engineering .....	74,445 97	83,895 97
Right of way .....	21,413 00	21,413 00
Real estate .....	63,567 16	63,567 16
Fencing, telegraph, grubbing, clearing, graduation, and masonry ....	1,499,876 93	1,557,626 93
Bridges and trestles .....	79,069 88	289,069 88
Crossties .....		30,000 00
Iron rails, chairs, spikes, and fastenings .....	806,937 21	1,079,977 21
Track-laying .....		19,800 00
Passenger cars .....	75,299 56	75,299 56
<b>Total cost .....</b>	<b>\$3,022,055 88</b>	<b>\$3,622,055 88</b>

TABLE V.

CHARACTERISTICS OF THE ROAD.

Total length of road .....	172.25 miles.
Total length of road in Tennessee .....	164.75 miles.
Total length of road finished .....	159.25 miles.
Total length of road finished in Tennessee .....	151.25 miles.
Length of road graded in Tennessee .....	151.25 miles.
Aggregate length of siding, excluding branches...	4.25 miles.
Number of sidings and turnouts .....	20
Weight of rail per lineal yard, main line .....	56 pounds.
Width of earth excavation at grade .....	18 feet.
Average slope of earth excavation .....	1.25 to 1 foot.
Width of embankments at grade .....	12 feet.
Number of truss bridges .....	25
Aggregate length of truss bridges .....	2350 feet.
Aggregate length of trestling .....	10,000 feet.
Number of culverts, wood .....	14
Number of culverts, masonry .....	250
Number of crossties per mile .....	2300
Dimensions of crossties .....	8 ft. long, 6 x 8
Character of timber used .....	Oak and pine.

Character of joint fastenings .....	Fish-bar and chair
Weight of wrought or cast iron chairs .....	7 pounds.
Number of miles of road ballasted .....	34
Number of miles of road fenced .....	10
Number of public roads crossed at grade .....	35
Number of railroads crossed at grade .....	2
Number of way stations for express trains .....	11
Number of turntables .....	2
Number of wood stations .....	2
Number of water stations .....	7
Number of switches .....	20
Aggregate length of switches .....	4.25 miles.

TABLE VI.

EQUIPMENT OF THE ROAD.

Number of locomotives .....	5
Number of passenger cars .....	1
Number of baggage and express cars .....	1
Number of box and freight cars .....	1
Number of platform cars .....	7
Weight of passenger engines exclusive of tender..	24 tons average.
Width and length of passenger cars .....	10 ft. wide, 40 long
Number of seats to passenger cars .....	20
Width and length of freight cars .....	9 x 30 feet.

This road having been in the hands of the military authorities during the past year the company has done no business, and merely maintained its organization.

The following table exhibits the losses and injuries sustained by this road during the war :

TABLE VII.

LOSSES AND INJURIES DURING THE WAR.

	<i>By Rebels.</i>	<i>By U. S. Forces.</i>
Taken possession of . . . . .	June, 1861.	East. Div. Feb. '62 West. Div. Apr. '62
Number of locomotives removed . . .	3	2
Number of passenger cars removed . .	3	
Number of freight and other cars removed, about . . . . .	6	9
Number of passenger cars returned . .	1	
In possession of . . . . .	June, '61, to April, '62.	
Miles of track destroyed . . . . .		15
Feet of bridging destroyed . . . . .		About 700
Feet of trestling destroyed . . . . .		About 1000
Number of depot houses destroyed . .		2
Engine houses destroyed . . . . .		1
Woodsheds and water sta. destroyed . .		5
Value of iron rails removed . . . . .		\$108,705 00
Value of other property removed . . .		43,900 00
Locomotives returned . . . . .		2
Freight and other cars returned . . . .		6

TABLE VIII.

PRESENT CONDITION.

Entire length of road . . . . .	159.25 miles.
Length of road now running . . . . .	78 miles.
Entire State aid received . . . . .	\$1,455,000
Estimated time required to put the road in running order for the entire distance . . . . .	1 year.

ORGANIZATION.

Michael Burns, President; John O. Ewing, Treasurer; William P. Innes, General Superintendent.

*Directors*—M. Burns, R. C. McNairy, W. F. Cooper, A. H. Hicks, D. T. McGavock, W. H. Horn, W. F. Bang, Joseph M. Hewson, John A. Gardner, J. C. Rodemer, Robert Ury, C. S. Woods, Alfred Gardner.

The principal office or address of the company is Nashville, Tenn.

**MEMPHIS & CHARLESTON RAILROAD COMPANY.**

This company has manifested much energy in putting its road in running order, since its release by the military authorities. Its report, like those of most other companies, is imperfect, owing to the destruction of its books during the war.

The appropriation of \$300,000 for its benefit, will enable it speedily to meet the business requirements of the community along this important route.

TABLE I.  
STOCK AND DEBTS.

	<i>Per last Report.</i>	<i>To Date.</i>
Amount of capital stock as per charter . . .	Unlimited.	.....
Amount subscribed by individuals . . . . .	\$1,600,000	.....
Amount subscribed by towns and cities . . .	800,000	.....
Amount subscribed by counties . . . . .	100,000	.....
Total amount subscribed . . . . .	2,500,000	.....
Amount paid in by individuals . . . . .	1,437,665	.....
Amount paid in by towns and cities . . . . .	800,000	.....
Amount paid in by counties . . . . .	100,000	.....
Total amount paid in . . . . .	2,336,655	*\$5,312,725
Amount of State aid granted roadway . . .	1,002,000	.....
Amount granted to bridges . . . . .	100,000	.....
Amount of State aid . . . . .	1,102,000	.....
State aid received on roadway . . . . .	1,000,000	.....
State aid received on bridges . . . . .	100,000	.....
Total State aid received . . . . .		1,100,000
Funded debt due on State bonds . . . . .		1,049,000
Funded debt due on others than State . . .		1,294,000
Annual interest due on funded debt due the State . . . . .		62,940
Annual interest due others than the State on funded debt . . . . .		90,580
Amount of floating debt . . . . .	Small.	Not asct'd.
Average rate of interest on floating debt . .		6 per cent.

\*The amount of stock paid in has been increased by stock dividends from earnings of road to \$5,312,725.

TABLE II.

CASH REALIZED FROM SALE OF STOCK, OR STATE BONDS.

	<i>Amount Sold.</i>	<i>Value per cent.</i>	<i>Cash Realized.</i>
From stock .....	\$2,337,665	Par.	\$2,337,665 00
From State bonds .....	1,100,000	Par.	1,100,000 00
From Company bonds....	1,600,000	87.52	1,400,303 24

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>	<i>Convertible Bonds.</i>
Date of issue.....	Various.....	May 1, 1854.	All conv'ble.
Date of payment.	1892 .....	May 1, 1880.	
Int. when payable	Jan. 1, July 1 ..	May 1, Nov. 1.	
Int. where payable	New York .....	New York.	
Rate of interest ..	6 per cent .....	7 per cent.	
Character of Security .....	Mortgage of road.....	Mortgage of road.	
Amount of Sinking fund, about.	\$51,000 paid in..		

TABLE IV.

COST OF ROAD AND EQUIPMENT TO THIS DATE.

Office expenses, stationery and printing, in agg'te. \$	26,987 00
Attorney's fees, and court costs.....	13,431 42
Discount on Company bonds.....	199,696 26
Commissioners.....	24,653 81
Salaries .....	57,005 75
Engineering.....	156,678 68
Right of way.....	46,393 00
Real estate .....	65,866 87
Fencing.....	5,098 42
Florence Branch.....	220,627 17
Grubbing, clearing, grading and masonry.....	1,946,441 51
Bridges and trestles.....	420,327 43
Ballasting.....	6,232 52
Crossties .....	201,960 28
Iron rails, chairs and spikes.....	1,947,929 40



Track-laying .....	\$ 236,607	11
Depot buildings .....	243,409	76
Engine houses and machine shops .....	116,014	97
Machinery for shops .....	47,542	65
Division houses .....	27,119	75
Water stations and woodsheds .....	74,951	04
Locomotives .....	438,697	79
Passenger and baggage cars .....	115,194	71
Freight cars .....	408,400	89
Road cars .....	18,885	67
Total cost of road .....	7,066,153	85

TABLE V.

CHARACTERISTICS OF ROAD.

Total length of road .....	271.56	miles.
Total length in Tennessee .....	87	
Total length of branches .....	19	
Total length of branches in Tennessee .....	13	
Total length of road finished .....	271.56	
Total length finished in Tennessee .....		
Ag. length of sidings, not including branches .....	21.4	
Number of sidings and turnouts .....	76	
Weight of rail per lineal yard .....	60	pounds.
Maximum of grade on main line .....	0.96, or $\frac{2.5}{3\frac{1}{4}}$	per m.
Total rise on main line .....	3727	feet.
Total fall on main line .....	3516	feet.
Shortest radius of main curve, main line .....	4° 40'	
Total degrees of curvature main line .....	2514° 16'	
Total length of straight line in main road .....	226.35	
Width of earth excavation at grade .....	20	feet.
Average slope of earth excavation .....	1 to 1	
Width of rock excavation at grade .....	18	feet.
Average slope of rock excavation .....	0.25 to 1	
Width of embankments at grade .....	14	feet.
Number of truss bridges .....	25	
Aggregate length of truss bridges .....	8618	feet.
Number of draw bridges .....	1	
Aggregate length of draw bridges .....	140	feet.
Aggregate length of trestling .....	12,621	
Number of culverts, masonry .....	9	
Number of crossties per mile .....	2112	
Dimensions of crossties .....	8 feet 8x8	inches.
Character of timber used .....	Various.	
Character of fastenings .....	Wrought iron ch's.	
Weight of cast or wrought iron chairs .....	35 pounds and 8	

Number of miles of road ballasted .....	40
Number of railroads crossed .....	2
Number of way stations for express trains. ....	37
Number of flag stations.....	21
Number of machine shops.....	2
Number of engine houses.....	2
Wooden depot buildings.....	8
Brick depot buildings.....	5
Number of turntables.....	6
Number of wood stations .....	24
Number of water stations .....	24
Number of repair houses .....	33
Number of switches .....	82
Aggregate length of switches.....	24 miles.

TABLE VI.

INJURIES TO ROAD BY REBEL MILITARY AUTHORITIES.

Feet of bridging destroyed.....	3073
Number of woodsheds and water stations destroyed .....	Not known.
Locomotives destroyed.....	4
Freight and other cars destroyed .....	63
Other property destroyed, but amount not known.	

TABLE VII.

PROPERTY REMOVED BY REBEL AUTHORITY.

Number of locomotives removed .....	30
Number of passenger cars removed .....	31
Other cars removed .....	468
Freight and other cars returned .....	About 200
Total value removed.....	\$613,800
Total value returned.....	Not known.

TABLE VIII.

INJURIES TO ROAD BY U. S. MILITARY AUTHORITIES.

Taken possession by military—Western division. .	May 30, 1862.
Taken possession by military—Eastern division ..	April 11, 1862.
Feet of bridging destroyed.....	2022
Number of depot houses destroyed .....	1 brick.
Number of engine houses destroyed.....	1
Value of property destroyed .....	\$70,000
Other property destroyed, but the character and value is not correctly ascertained.	

TABLE IX.

PROPERTY REMOVED BY U. S. MILITARY AUTHORITIES.

Number of locomotives removed . . . . .	24
Number of passenger cars removed . . . . .	10
Number of freight and other cars removed . . . . .	125
Value of property removed . . . . .	\$285,000
Other property was removed, but its value is not fully ascertained.	

OFFICERS OF THE COMPANY.

Sam Tate, President; Geo. Robertson, Secretary and Treasurer; C. L. Anderson, General Freight and Ticket Agent; Wm. J. Ross, General Superintendent; James L. Meigs, Chief Engineer.

*Directors*—For the Stockholders: Sam Tate, Henry L. McComb, James C. Bradley, S. D. Weakley, J. J. Donegan, G. P. Beirne, James Robb, Pitner Miller, J. W. Leftwich; For the State of Tennessee: Hon. John C. Humphreys, F. S. Richards, Esq.; For the City of Charleston, S. C.: C. J. Colcock, William J. Magrath.

The principal office or address of the company is at Memphis, Tenn.

**EAST TENNESSEE & GEORGIA RAILROAD.**

This road met with its full share of the calamities of war, among others, the loss of its books, rendering a full report from the company impossible. The road is now in operation throughout its entire length, though its equipment is inadequate to the business requirements of the road. The appropriations recently made, however, by the Legislature will supply this deficiency, and enable the company to put the road in order.

TABLE I.

STOCK AND DEBTS.

Amount of capital stock, as per charter . . . . .	Not given.
Stock owned by State . . . . .	\$ 425,500 00
Stock subscribed by individuals . . . . .	714,167 25
Stock subscribed by N. & C. R. R. Co. . . . .	150,000 00
Total amount subscribed . . . . .	1,289,667 25
Amount paid in by the State . . . . .	425,500 00
Amount paid in by individuals . . . . .	714,167 25
Amount paid in by N. & C. R. R. Co. . . . .	150,000 00
Total amount of stock paid in . . . . .	1,289,667 25

Amount of State aid granted to roadway.....	\$1,062,000 00
Amount of State aid granted to bridges.....	100,000 00
Whole amount of State aid granted.....	1,162,000 00
Amount of State aid received on roadway.....	1,062,000 00
Amount of State aid received on bridges.....	100,000 00
Whole amount of State aid received.....	1,162,000 00
Amount of funded debt due on State bonds.....	1,037,000 00
Funded debt due others than State, including 115 bonds indorsed by State.....	758,000 00
Annual interest due on funded debt due State....	155,550 00
Annual interest due on funded debt due others than State.....	119,940 00
Amount of floating debt.....	Not known.

TABLE II.

CASH REALIZED FROM THE SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, per Cent.</i>	<i>Cash Realized.</i>
From stock .....	\$1,289,667 25	Par.	\$1,289,667 25
From State bonds ..	1,162,000 00	Not known.	Not known.
From comp'y bonds.	Not known.	Not known.	Not known.

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>State Loan.</i>	<i>Company Bonds.</i>
Date of issue .....	From July 1, 1850, to July 1, 1892.	July 1, 1850.
Date of payment .....	July 1, 1892.	July 1, 1880.
Interest, when payable.	January 1 and July 1	January 1 and July 1.
Interest, where payable.	New York.....	N. Y. & Augusta, Ga.
Rate of interest.....	Six per cent.....	Six per cent.
Character of security... Amount of sinking fund	State lien .....	Mortgage.
	\$160,000.	

TABLE IV.

COST OF ROAD AND EQUIPMENT.

Constructing telegraph .....	\$750 00
Other expenditures are not reported.	

TABLE V.

CHARACTERISTICS OF THE ROAD.

Total length of road.....	140 miles.
Total length of road in Tennessee .....	125 miles.
Total length of road finished.....	140 miles.
Total length of road finished in Tennessee.....	125 miles.
Aggregate length of sidings .....	43,146 feet.
Number of sidings and turnouts.....	41
Weight of rail per lineal yard. ....	57 pounds.
Maximum grade (old line) .....	36 feet.
Maximum grade (new line) .....	58 feet.
Shortest radius of curvature (old line).....	1432 feet 6 inches.
Shortest radius of curvature (new line) .....	1147 feet.
Width of earth excavation at grade.....	16 to 22 feet.
Average slope of earth excavation.....	9 inches to 1 foot.
Width of rock excavation at grade.....	16 to 20 feet.
Average slope of rock excavation.....	3 inches to 1 foot.
Width of embankments at grade .....	Average 15 feet.
Number of truss bridges.....	2
Aggregate length of truss bridges.....	2074 feet 6 inches.
Aggregate length of trestling.....	107 feet.
Number of culverts (masonry).....	203
Number of tunnels .....	1
Length of tunnels .....	981 feet.
Number of crossties per mile.....	2200
Dimensions of crossties (old).....	8x8, 8 feet long.
Dimensions of crossties (new).....	7x7, 8 feet long.
Kind of timber used.....	Oak, pine and chestnut.
Character of joint fastenings .....	Wrought iron sleeve chairs.
Weight of wrought iron chairs .....	6 lbs. & 8 lbs. 8 oz.
Number of miles of road ballasted .....	9
Number of public roads crossed at grade.....	86
Number of way stations for express trains .....	15
Number of flag stations.....	7
Number of wooden depot buildings .....	3
Number of brick depot buildings.....	7
Number of turntables.....	3
Number of water stations .....	10
Number of repair houses.....	9
Number of switches .....	66
Aggregate length of switches.....	4790 feet.
Number of stone bridges.....	7
Number of arch culverts.....	8

Number of stringer bridges.....	6
Number of small frame bridges .....	8
Aggregate length of stone bridges .....	914 feet.
Aggregate length of small frame bridges.....	216 feet.
Aggregate length of small stringer bridges.....	104 feet.

TABLE VI.

EQUIPMENT OF ROAD.

Number of locomotives.....	10
Number of passenger cars.....	7
Number of baggage and express cars .....	4
Number of box and freight cars.....	32
Number of platform cars .....	16
Weight of passenger engines, exclusive of tender.	24 tons.
Weight of freight engines, exclusive of tender...	24 tons.
Width and length of passenger cars .....	45 feet long, 9 feet 3 inches wide.
Number of seats to passenger cars.....	56
Width and length of freight cars .....	8x28 feet.

The above equipments are all in a damaged condition.

TABLE VII.

INJURIES TO ROAD BY REBELS.

Feet of bridging destroyed.....	2074 feet 6 inches.
Number of depot houses destroyed.....	4
Number of repair houses destroyed.....	1
Number of water stations destroyed.....	3
Number of locomotives destroyed.....	3
Number of baggage cars destroyed.....	1
Number of freight cars destroyed.....	42
Value of property destroyed .....	Not known.

TABLE VIII.

PROPERTY REMOVED BY REBELS.

Number of locomotives removed .....	11
Number of passenger cars removed.....	7
Number of freight and other cars removed.....	About 74.
Number of locomotives since recovered.....	10
Number of passenger cars since recovered .....	7
Number of freight and other cars since recovered	52
Value of property removed .....	Not known.
Value of property since recovered.....	Not ascertained.

TABLE IX.

INJURY TO ROAD BY U. S. MILITARY AUTHORITIES.

Taken possession of.....	About Sept. 1, '63.
Miles of track destroyed.....	53 (partially), rebuilt.
Feet of bridging destroyed.....	385
Number of culverts destroyed.....	5
Number of engine houses destroyed.....	1
Number of repair shops destroyed.....	4
Number of water stations destroyed.....	5
Number of freight cars destroyed.....	7
Other property as follows: One dwelling house, passenger shed, with offices and saloon, bag- gage house, oil house and oil press, double- track inclined plane from depot to wharf at Loudon, two-story house with machinery and cars for removing heavy freights from boats to depot, turntable, 76,826 feet lumber, 4300 cords wood, 4800 crossties, one tender, two transferring platforms, large amount of timber for wood and ties, various articles of machin- ery, etc.	
Aggregate value of property destroyed or removed	\$375,284 72
Total value returned.....	33,422 00

TABLE X.

PRESENT CONDITION.

Whole length of road built.....	140 miles.
Length of road in operation.....	140 miles.
Entire State aid received.....	\$1,162,000 00
Whole amount of interest unpaid thereon.....	155,550 00
Whole amount of sinking fund paid in.....	160,000 00
Estimated cost of reëquipment, including necessary buildings.....	441,826 31

OFFICERS OF THE COMPANY.

Thomas H. Calloway, President; R. C. Jackson, Secretary; R. C. Jackson, Treasurer; A. A. Talmage, General Superintendent; R. C. Morris, Chief Engineer.

*Directors*—For the Stockholders: Thomas H. Calloway, John P. King, M. Burns, James Parkeson, Robert Smead, Daniel Heiskell, A. G. Jackson, John Baxter, William Heiskell. For the State:



William M. Alexander, Samuel R. Rogers, J. H. Magill, William Hunt, G. W. Ross, J. H. Donaldson, John King, John Hambright, O. P. Temple.

The principal office or address of the company is at Knoxville, Tenn.

**NASHVILLE & CHATTANOOGA RAILROAD.**

This company has made an incomplete report of its condition, owing to the sickness with smallpox of the engineer at the time he was engaged in finishing it. His labors were necessarily interrupted, and he was unable to finish it. The following tables show its condition, so far as has been reported to me. The road is running regularly throughout its entire length.

TABLE I.

STOCK AND DEBTS.

Amount of capital stock as per charter.....	Unlimited.
Amount subscribed by individuals.....	\$ 755,621 64
Amount subscribed by towns and cities.....	1,030,000 00
Amount subscribed by counties.....	250,000 00
Total amount subscribed.....	2,035,621 64
Stock interest issued to stockholders.....	228,283 31
Amount paid in by individuals.....	748,196 21
Amount paid in by towns and cities.....	1,030,000 00
Amount paid in by railroad companies.....	250,000 00
Total amount paid in, including stock interest ...	2,256,479 52
Amount of State aid granted to roadway by indorsement of company bonds.....	1,650,000 00
By bonds loaned.....	150,000 00
Funded debt due others than State.....	2,300,000 00
Annual interest due on debt due on State and indorsed bonds.....	108,000 00
Annual interest on funded debt due others than State.....	138,000 00
Amount of floating debt, including interest on bonds to July, 1865.....	483,379 39
Average rate of interest on floating debt.....	6 per cent.

TABLE II.

CASH REALIZED FROM SALE OF STOCK AND STATE BONDS.

	<i>Amount Sold.</i>	<i>Value, per cent</i>	<i>Cash Realized.</i>
From stock subscribed.....	\$2,263,904 95	Par..	\$2,263,904 95
From State bonds.....	150,000 00	Par..	} 1,800,000 00
From indorsed bonds.....	1,650,000 00	Par..	
From Company bonds.....	24,000 00	Par..	24,000 00
Total amount.....			\$4,080,479 52

TABLE III.

CLASSES OF FUNDED AND BONDED DEBT.

	<i>Company Bonds, not Indorsed.</i>	<i>State Loan.</i>	<i>Indorsed Bonds.</i>
Date of issue.....	July 1, 1855..	Various....	Various.
Date of payment.....	20 to 25 years	Various....	20 to 30 years
Interest, when payable..	January 1 ...	Jan. 1, July 1	January 1.
Interest, where payable.	New York...	New York...	New York.
Rate of interest.....	6 per cent ...	6 per cent...	6 per cent.
Amount of sinking fund.	.....	\$104,000.	

TABLE IV.

COST OF ROAD AND EQUIPMENT.

Engineering and contingent expenses.....	\$ 141,850 83
Real estate and right of way.....	31,751 00
Telegraph.....	5,085 49
Grubbing, clearing, graduation, and masonry....	1,435,844 32
Bridges and trestles.....	305,620 65
Ballasting.....	1,119 45
Crossties and stringers.....	165,709 43
Chairs, spikes, fastenings, and iron rails.....	739,637 01
Track-laying.....	135,716 97
Depot buildings and lots.....	141,014 46
Engine houses, machine shop, tools and machinery.	57,244 84
Repair houses.....	5,913 16
Water stations and woodsheds.....	26,698 90
Locomotives.....	347,163 13
Passenger cars.....	46,700 00
Freight cars.....	232,196 90
Road cars.....	5,610 00

Total cost of roadway .....	\$2,222,910 74
Total cost of iron and equipments .....	1,601,966 40
Other items not enumerated above .....	802,772 35
Total cost .....	<u>\$4,627,649 49</u>

In presenting this meager report to your honorable body, I regret exceedingly that it has not been in my power to make it more complete. Owing, however, to the condition of most of our railroad companies at the time their annual reports should have been made to this office, it was impossible to procure from them such data as would enable me to inform you of their condition. By your indulgence I have waited until the present time, and herewith submit to you such information as to the condition of those roads which have reported, as the officers of the companies are able to give.

Respectfully,

A. W. HAWKINS,

*Commissioner of Roads.*

[*Appendix to House Journal, 1865-66, pages 159 to 215.*]

**Message of Gov. W. G. Brownlow, April 6, 1865.**

As you are aware, upon the approach of the national forces and their occupation of our country, the Government took possession of our railroads, in most of which the State is a large stockholder. The State is deeply interested in her internal improvements, as she has endorsed bonds at the rate of ten thousand dollars per mile for nearly all the railroads in Tennessee, and as most of these bonds are held by guardians for the benefit, in many instances, of minors and widows, I think it nothing more than simple justice to pay them the interest already due them.

The Nashville & Chattanooga Railroad was taken possession of by the Federal authorities on March 7, 1862, and has been held and used ever since, and, regarded as a military necessity, it was proper and right. Presuming the Government to have kept the account strictly, she is now about ready to make a settlement. My information is that certain officers of the company visited Washington on two different occasions for the purpose of obtaining a settlement with the Quartermaster General. They failed in their efforts, though the President of the United States, who was present on both occasions, expressed his views verbally as favoring the payment of the company for the use of the road. You should now call upon the proper authorities at Washington for payment to this and other companies, requiring the money received to be applied to the payment of interest on their bonds. The amount indorsed by the State for the Nashville & Chattanooga Railroad is \$1,535,000.50, and the interest accrued thereon is now nearly \$300,000. It is believed that upon a just settlement the Government will owe the company largely over that amount. This road cost the company \$3,846,900, including its equipments and depots.

The other roads in the State are similarly situated and demand your attention. Those officers of roads and stock-

holders of roads who fled South carrying with them the rolling stock and funds should be held to a strict accountability, and their property and stock should be made in part to atone for those losses to the State and country. The case of the East Tennessee & Georgia Railroad and its faithless President requires our special attention.

It is believed that the time is now come for the companies again to use their roads, for the Government, if need be, under a military superintendent, thereby effecting a vast saving to the Government, asking only the same pay for freight and passengers they are now paying to the Louisville & Nashville Railroad Company. As this war is for the benefit of the whole nation, it is not believed that the general Government intends that Tennessee shall pay more than her just proportion of the war debt.

Your attention is called to the fact that the Louisville & Nashville Railroad is now running a portion of that road in this State, say about sixty miles, with another branch from Bowling Green to Clarksville, and for all that portion of road in our State the Government pays the Kentucky company as if the road were in any other loyal State. The information I have is to the effect that the Kentucky company treats with indifference the claims of Tennessee upon that road. It is your duty to let that company know in decided, but respectful terms, what your rights are and that you dare assert and maintain them. *Acts of Tennessee, 1865, page 11.*

#### **Authority of Governor to Execute Bonds to the United States.**

*Be it further enacted,* That the Governor be, and he is hereby, authorized to execute a bond for the purchase of railroad machinery, cars and all other material purchased for the use and benefit of the Memphis, Clarksville & Louisville Railroad, and the Edgefield & Kentucky Railroad, from the United States Military Railroad Department, at Nashville, of the

United States. *Acts of Tennessee, 1865-66, Chapter 88, page 268, Section 57.*

**Extract from Report of Treasurer of Tennessee, 1865.**

Upon the occupation of the State, the railroads were all seized and run by the general government except the Louisville & Nashville, and Edgefield & Kentucky. The former was left in the hands of the company without any representative from Tennessee to take care of her interests. Upon being notified Gov. Johnson appointed a receiver for the Edgefield & Kentucky, who ran the road for a short time. The constant raids of Confederate cavalry in 1862 rendered it impossible to run the road successfully, and finally destroyed it for a period. Early in 1862 I addressed the President of the Louisville & Nashville asking whether the interest on the Tennessee bonds loaned the company had been paid. The President replied that it had not, and I inferred from the letter that it would not be by the company giving as a reason for such a course the fact that the State of Tennessee had, by its troops, seized and held the road, destroyed its bridges and profits. The question is one worthy of the attention of the State authorities, and it will be left for them to determine whether the State is responsible for the conduct of those who inaugurated the rebellion.

On this subject we will only state that neither the State nor the companies have received any proceeds from any of the roads, except the small sum from the Edgefield & Kentucky road in uncurrent funds.

Neither the State nor the companies have received any dividends or reports of transportation, rolling stock or any of the effect of the roads, except in the case of the President of the Chattanooga road, who has, I am told, obtained a statement of a certain amount of rolling stock of that road.

That the Federal Government will pay the State for the use of the roads a sum adequate to meet the interest on the bonds, we cannot doubt. The roads virtually passed into



the hands of the Governor of the State when the companies ceased to pay the interest on the bonds loaned and indorsed by the State. They then became, for the purpose of paying the interest, the property of the loyal people of the State. It was then the duty of the Federal Government to confiscate the stock of the rebels, and pay the State, the representatives of the loyal people, for the use of the roads. Moreover, it was the duty of the Federal Government to protect the interests of the loyal men in the State.\* *House Journal (Tennessee), 1865, page 8.*

**House Journal, Tennessee, 1865, Page 102.**

Mr. Dougherty offered House Joint Resolution, No. 48 :

“To have Committee of Ways and Means adopt measures to cause transfer of railroads belonging to the State from the United States to the State authorities.”

**Report of S. W. Hatchett, Comptroller of Tennessee.**

Two railroads having failed to meet the interest due on bonds issued for their benefit prior to the rebellion were taken possession of by the State and placed in the hands of receivers, to wit: The Edgefield & Kentucky Railroad, on the ———, and the Winchester & Alabama Railroad on the ———. Since these railroads have been in the possession of the military authorities (so far as I am informed) the receivers have had no control over them. Neither does it appear from the books of this office that any settlement has been made with either of said receivers. *House Appendix (Tennessee), 1865-66, page 51, October, 1865.*

**Message of Gov. W. G. Brownlow, 1866.**

When the military authorities turned over the railroads of the State to their owners the different companies were compelled to purchase largely of the rolling stock and sup-

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\* The receipts and disbursements during military operations are shown on page 11 of this report. It includes one item of \$400 received from Railroad receiver.



plies belonging to the Government, their own having been captured during the war. Large debts were thus incurred, some of which are already pressing upon the companies for payment. Most of these roads had large claims against the United States, which they had a reasonable hope would be credited to them. But in this they have been disappointed.

#### **Preamble of Resolution, Tennessee Senate.**

*Whereas*, The State of Tennessee has invested in the East Tennessee & Virginia and East Tennessee & Georgia Railroad, over four million dollars; and, whereas, when the military authorities turned over these roads to their owners the companies were compelled to purchase largely of the rolling stock and fixtures, thus incurring large debts; and, whereas, the Government is pressing the collection of these heavy debts, notifying the companies of its purpose to take possession of the roads; and, whereas, the companies claim that after all just credits for the use of these roads by the Government, that but little, if anything, will be owing to the Government. *Ibid.*, page 24.

#### **Comptroller's Report as to Railroads.**

This temporary embarrassment, or the part of the roads that are yet embarrassed (referring to their failure to pay interest), is owing to the large sums of money necessarily expended in repairing the damage done to the roads during the war, as well as replacing with new rails and machinery those worn out in the service of the United States Government's transportation department during the war. *Tennessee House Appendix, 1867-68, page 45.*

#### **Report of Superintendent of Edgefield & Kentucky Railroad, 1868—Engines and Cars.**

These were not in good order, those obtained from the United States Government especially requiring extensive repairs to render them safe for use. Upon engines Nos. 1 and

5 (old No. 166), there has been expended for renewals, beyond what would be needed for ordinary repairs, \$1300. They are both now in good working order. *Senate Appendix, (Tennessee), 1868-69, page 125, Nov. 25, 1868.*

### **Report of Committee on Edgefield & Kentucky Railroad.**

The committee find from the testimony of R. B. Cheatham, taken on March 17, 1870, that he was appointed receiver of said road in September, 1865, and continued as such receiver until October 1, 1868; that he paid to Maxwell, Saulpaw & Co., on account of constructing bridges, trestles, etc., on said road, the first lot of 115 bonds received by him from the State; that all of said 115 bonds were paid to them May 3, 1866; that he paid said bonds out at par; that said bonds were paid for building the bridges at Red River, Sulphur Fork, and trestles at Springfield and Spring Creek; that the bridge at Red River was built during the year 1866; that the original contract was for less than \$115,000 in bonds, and a subsequent contract was entered into. Said contracts are filed as exhibits, and made a part of his testimony. That W. F. Foster was his engineer, and made the estimates under said contracts. *Tennessee Senate Appendix, 1870-71, page 405.*

The committee find from the testimony of W. F. Foster, that he was employed on said road in connection with the preliminary surveys; also, by R. B. Cheatham, receiver, about January 1, 1866, until November 15, 1867; that he was employed subsequently at different times by other parties; that when employed by Cheatham the road needed extensive repairs, and the estimate made by him to put the road in running order was about \$60,000. *Ibid., pages 409, 410.*

That there were two engines, the *Springfield* and the *E. P. Connell*, included in the invoice of rolling stock purchased from the United States Government, that originally

belonged to the company and was in the hands of A. Anderson, receiver, when the road was seized by the United States authorities. *Ibid.*, page 411.

The committee find from the testimony of E. S. Cheatham that he was President and Director of the Edgefield and Kentucky Railroad from March 31, 1856, to January 31, 1861, when he was removed by the appointment of Adna Anderson, receiver by Gov. Isham G. Harris; that he found a locomotive, the *A. G. Green*, which belonged to the Edgefield & Kentucky Railroad, near Atlanta during the war, in control of the Confederate authorities, with other rolling stock that had been taken from the Edgefield & Kentucky Railroad Co.; and that he received, for the use of said locomotive and rolling stock, "fifty non-taxable Confederate bonds," of \$1000 each, which he has in his possession, and presented to the committee; that he was informed, when he returned in 1866, that the engine, *A. G. Green*, was upon the Richmond & Danville Railroad, and that he so informed R. B. Cheatham, then receiver of the Edgefield & Kentucky Railroad, and requested him to take the necessary steps to recover the engine; that there was two box cars belonging to the Edgefield & Kentucky Railroad, on the Vicksburg & Meridian Railroad, but does not know what became of them; that two of the engines now on the road were the property of the company, and were turned over to Adna Anderson, receiver. *Ibid.*, page 413.

The committee find from the testimony of E. A. Fort that he has been connected with the Edgefield & Kentucky Railroad since 1856; that he served as Director until March 1, 1869, when he was elected President; and was appointed receiver on October 15, 1869, and served as such until May 1, 1870; that he was informed by Mr. Goodhue that an engine—the *A. G. Green*—is on the Richmond & Danville Railroad, and that the same is the property of the Edgefield & Kentucky Railroad Company; that the Richmond & Danville Rail-

road Company purchased said engine from the United States Government; that he collected \$1100 or \$1200 of the stock of the Edgefield & Kentucky Railroad Company, and paid the Secretary of the company, and not the receiver. *Ibid.*, page 417.

**Testimony of R. B. Cheatham.**

R. B. Cheatham appeared before the committee and testified as follows:

*Question*—What disposition did you make of those 115 bonds first received?

*Answer*—They were paid to Maxwell, Saulpaw & Co., on account of constructing bridges, trestles, etc., on the Edgefield & Kentucky Railroad.

*Q.*—Were all of these bonds paid to Maxwell, Saulpaw & Co. at one time?

*A.*—They were.

*Q.*—What was the date of the transaction?

*A.*—May 3, 1866.

*Q.*—At what rate did you pay them—at par or otherwise?

*A.*—I paid them at par.

*Q.*—Please state, Mr. Cheatham, the exact amount of work done by Maxwell, Saulpaw & Co., for which you paid them these bonds?

*A.*—For building the bridges at Red River and Sulphur Fork, and trestles at Springfield and Spring Creek.

*Q.*—Please state, Mr. Cheatham, the length of bridge at Red River?

*A.*—I refer to the contract and report of Morris, Engineer of the Chattanooga Railroad, made to G. W. Blackburn, Comptroller.

*Q.*—When was this bridge built?

*A.*—Built during the year 1866.

[*Tennessee Senate Appendix, 1870-71, pages 423, 424.*]

**Exhibits to R. B. Cheatham's Deposition Showing  
Repairs on the Edgefield & Kentucky Railroad.**

[EXHIBIT A.]

ARTICLES OF AGREEMENT, made and concluded this 17th day of February, 1866, between Maxwell, Saulpaw & Co., contractors, party of the first part, and the Edgefield & Kentucky Railroad Company, by R. B. Cheatham, receiver, their duly authorized agent, party of the second part, whereby it is covenanted and agreed as follows, to wit:

*First*—Said contractors, Maxwell, Saulpaw & Co., for themselves, their heirs, executors, administrators or assigns, hereby covenant and agree to furnish all the materials (not hereinafter provided for), and execute in a thorough and workmanlike manner, and to the satisfaction of the engineer of said road, all the following work, to wit:

1. The construction of three new spans of 156 feet each, of Howe Truss Bridge, at Red River.
2. The necessary repairs of one span of 156 feet, and one span of 78 feet now standing at Red River.
3. The repairs of the trestle at Red River.
4. The repairs of masonry at Red River.
5. The construction of two long spans of 166 feet and 156 feet, respectively, of Howe Truss Bridges, at Sulphur Fork.
6. The repairs of trestle at Sulphur Fork.
7. The repairs of masonry at Sulphur Fork.
8. The rebuilding of Spring Creek trestle.
9. The rebuilding of the Springfield trestle.

*Second*—The Howe Truss Bridges herein contracted for, shall be exact duplicates in every dimension of the original structures built at those points; the timber used shall be the best character of white or yellow pine bridge timber, with white oak clamps and keys; the rods to be the best character of bridge-iron; the angle blocks of cast iron of approved

quality, and generally the entire work shall be of the best character of material and workmanship.

*Third*—The new trestle shall be built in accordance with the plan furnished by the engineer of the road, and will generally be in bents of 18 feet each from center to center, each bent having a bolster under each stringer 12 feet in length. The timber used will be white oak, yellow poplar, white pine or other approved quality of timber, and free from all defects which will impair the strength or durability of the timber.

*Fourth*—The repairs of the trestle at Sulphur Fork and Red River, will be constructed under the direction of the engineer of the road, and will be executed in such manner as to make the road secure and reliable beyond all question.

*Fifth*—The party of the first part, shall have, without charge, the privilege of using such timber and iron now at said points belonging to said railroad company as will be suitable for use in the new structures; said party of the first part collecting and straightening the iron at their own expense.

*Sixth*—The north span, 156 feet, at Red River shall be erected first; and on its completion trains shall commence running over the road at once and be continued without interruption on account of the other work specified in this contract, unavoidable accidents or delays alone excepted.

*Seventh*—Transportation on the line of the Edgefield & Kentucky Railroad of men and material for the work herein contracted for shall be furnished by the said Edgefield & Kentucky Railroad Company free of charge.

*Eighth*—For and in consideration of the faithful execution of all the work as aforesaid, and the fulfillment of all the provisions of this contract by the said contractors, their heirs, executors, administrators or assigns, the said Edgefield & Kentucky Railroad Company, by their said agent, does hereby covenant and agree to pay, or cause to be paid, to the said contractors, Maxwell, Saulpaw & Co., their heirs, executors, administrators, or assigns, the following amount, to wit:



For the completion of the entire work, herein specified, agreeably to the terms of this contract, the sum of one hundred thousand dollars (\$100,000) in Tennessee State bonds.

*Ninth*—Estimates once in thirty days during the progress of the work will be made to the Engineer of said railroad of the work done, and material furnished, to such amount as shall, in his judgment, be a fair average value of the same, agreeably to their contract; and of the amount so estimated the said contractors, Maxwell, Saulpaw & Co., shall be paid eighty (80) per cent in Tennessee State bonds, twenty (20) per cent being retained as collateral security for the completion of the work; and when done shall forthwith be paid in Tennessee State bonds to the said contractors, Maxwell, Saulpaw & Co., their heirs, executors, administrators or assigns.

*In testimony whereof*, the said parties have hereunto set their hands and seals the day and year first written.

R. B. CHEATHAM,

*Receiver Edgefield & Kentucky Railroad.*

R. B. SLOAN.

MAXWELL, SAULPAW & CO.

JNO. L. MCCLELLAND.

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[EXHIBIT B.]

It is hereby agreed between Maxwell, Saulpaw & Co., contractors, party of the first part, and the Edgefield & Kentucky Railroad Company, by R. B. Cheatham, receiver, its duly authorized agent, party of the second part, as follows, to wit:

*First*—The said party of the first part hereby agree to construct for the party of the second part, the short spans of Howe Truss bridging required at Sulphur Fork and Red River, on the line of said railroad, said bridging to be exact duplicates in every dimension, of the original structures built at those points; the timber used to be the best char-



acter of white or yellow pine, white oak or yellow poplar, with white oak clamps and keys; the rods to be the best character of bridge-iron; the angle blocks of cast iron of approved quality; and generally, the entire structure shall be of the best character of workmanship.

*Second*—For and in consideration of the faithful fulfillment of the above conditions, the said party of the second part, hereby agree to pay the said Maxwell, Saulpaw & Co., at the rate of sixty-two dollars and fifty cents (\$62.50) per lineal foot for said bridging, said payment to be made in Tennessee State bonds.

MAXWELL, SAULPAW & Co.,  
R. B. CHEATHAM,

*Receiver Edgefield & Kentucky Railroad.*

*Nashville, June 20, 1866.*

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[EXHIBIT C.]

EDGEFIELD & KENTUCKY RAILROAD — FINAL ESTIMATE OF  
BRIDGING, TRESTLE AND REPAIRS, ENDING JANUARY 23,  
1867; MAXWELL, SAULPAW & CO., CONTRACTORS.

1. Original contract, including the rebuilding of the long spans at Red River and Sulphur Fork, the rebuilding of Spring Creek trestle, the repairs of Red River trestle, and the repairs of masonry at Red River and Sulphur Fork, and the rebuilding of Springfield trestle..... \$100,000 00
2. Rebuilding two short spans at Red River, 156 lineal feet Howe Truss bridging, at \$62.50 ..... 9,750 00
3. Rebuilding two short spans at Sulphur Fork, 116 lineal feet Howe Truss bridging at \$62.50..... 7,250 00

4. Extra bill of timber for braces of old span at Red River, not contemplated in the original contract, 14,366 feet by measurement .....	\$ 526 75
5. Cost of loading same .....	49 17
6. New crossties, furnished at Red River, 13,204 feet by measurement .....	571 28
7. Labor of putting on the same .....	516 67
8. New crossties furnished at Sulphur Fork, 6,314 feet by measurement.....	278 13
9. Labor putting on the same .....	316 67
Total .....	\$119,258 62

W. F. FOSTER, *Engineer.*

Received, this 28th day of January, 1867, of R. B. Cheatham, receiver of the Edgefield & Kentucky Railroad, the sum of one hundred and nineteen thousand two hundred and fifty-eight dollars and sixty-seven cents in Tennessee State bonds, in full payment for all work done by us on the Edgefield & Kentucky Railroad, as set forth in the within total and final estimate. (\$119,258.67.)

[EXHIBIT D.]

It is hereby agreed between the Edgefield & Kentucky Railroad, by R. B. Cheatham, receiver, party of the first part, and Wm. Moore, contractor, party of the second part, as follows, to wit:

*First*—Said Wm. Moore hereby agrees to deliver along the line of said railroad, between Ridge Top Station and Adams' Station, twenty-five thousand (25,000) crossties, each tie to be eight feet long, six inches thick, hewed true on two parallel faces, each face to be six inches wide, exclusive of sap; said crossties to be of white Spanish chinquepin, or post

oak, or young chestnut, and to be delivered as above specified within sixty days from signing this contract.

*Second*—For and in consideration of the faithful fulfillment of the above conditions by said William Moore, contractor, the said Edgefield & Kentucky Railroad, by R. B. Cheatham, receiver, hereby agrees to pay said Wm. Moore the sum of eighty-three and one-third ( $83\frac{1}{3}$ ) cents for each crosstie, after the same shall have been inspected and received by the engineer or other duly authorized agent of said railroad, the above payment to be made in Tennessee State bonds.

WILLIAM MOORE,  
R. B. CHEATHAM, *Receiver*.

*Nashville, October 1, 1866.*

EDGEFIELD & KENTUCKY RAILROAD.

Final estimate of crossties delivered between Ridge Top and Adams' Station, ending November 15, 1866, William Moore, contractor.

23,987 crossties, at  $83\frac{1}{3}$  cents each .....\$19,989 17

W. F. FOSTER, *Engineer*.

Received of R. B. Cheatham, receiver of Edgefield & Kentucky Railroad, the sum of nineteen thousand nine hundred and eighty-nine dollars and seventeen cents, in Tennessee State bonds, in full payment for all the work done by me for the Edgefield & Kentucky Railroad, as set forth in the above final estimate. (\$19,989.17.)

WILLIAM MOORE.

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[EXHIBIT E.]

It is hereby agreed between William Moore & Co., contractors, party of the first part, and the Edgefield & Kentucky Railroad Company, by R. B. Cheatham, receiver, its duly authorized agent, party of the second part, as follows, to wit:

*First*—Said party of the first part hereby agree to furnish all the material and construct, in a workmanlike manner

and agreeably to the plans furnished by the engineer of said Edgefield & Kentucky Railroad, the four spans Beane truss bridging required at the crossings of Mansker's Creek on the line of said railroad; also, to make any necessary repairs or changes required in the masonry abutments for the same, the timber to be the best quality of white oak or yellow poplar, and the iron rods, bolts, etc., to be approved quality of bridge-iron.

*Second*— For and in consideration of the faithful fulfillment of the above conditions, the said party of the second part, hereby agrees to pay said William Moore & Co., for the bridging, the sum of six thousand three hundred and thirty-three and one-third dollars (\$6,333.33 $\frac{1}{3}$ ), and for the masonry the sum of thirty-three and one-third dollars (\$33.33 $\frac{1}{3}$ ) per perch, said payments to be made in Tennessee State bonds.

WILLIAM MOORE,  
R. B. CHEATHAM, *Receiver*.

*Nashville, August 1, 1866.*

EDGEFIELD & KENTUCKY RAILROAD.

Final estimate of masonry and bridging at the four crossings of Mansker's Creek, ending October 1, 1866, William Moore & Co., contractors.

Four spans Beane truss bridging.....	\$6333 33
84 perches H. D. masonry, at \$33.33 $\frac{1}{3}$ per perch.	2800 00
Total.....	\$9133 33

W. F. FOSTER, *Engineer*.

Received, this 1st day of October, 1866, of R. B. Cheatham, receiver of the Edgefield & Kentucky Railroad, the sum of ninety-one hundred and thirty-three dollars and thirty-three cents, in Tennessee State bonds, in full payment for all work done by me for the Edgefield & Kentucky Railroad, as set forth in the above final estimate.

(\$9,133.33.)

WM. MOORE & Co.

[*Tennessee Senate Appendix, 1870-71, page 446.*]

### Deposition of W. F. Foster.

W. F. Foster appeared before the committee and testified as follows:

#### QUESTIONS BY MR. TOWNSEND.

*Question*—Will you please state whether or no, you ever was employed on the Edgefield & Kentucky Railroad as a civil engineer; and if so, by whom, and for what length of time?

*Answer*—My first engagement on that road commenced with the preliminary surveys, and ended on completion of the road, under the employment of A. Anderson, Chief Engineer. I was also employed by Mr. R. B. Cheatham, receiver, commencing about January 1, 1866, and ending about November 15, 1867. I was also employed at different times, by the subsequent engineer, Mr. Hassard, and by H. L. Shepherd, Superintendent, and J. B. Brownlow, receiver. I have since that time, performed services for Colonel E. A. Fort, present receiver.

*Q.*—Please state the condition of that road when you were employed on the first of January, 1866, by Mr. Cheatham, receiver.

*A.*—The road was in a condition needing extensive repairs. The Red River bridge was impassable, one span being gone and the others unsafe. The trestle approach to the Red River bridge was also unsafe. Spring Creek trestle was unsafe. Sulphur Fork Creek was crossed by a trestle that was unsafe, and liable to be carried away by high water. The trestle at Springfield was also unsafe. The trestle at Mantloe's Hollow also needed repairs. The Dead Horse trestle also needed repairs. The three crossings at Manscoe's Creek were by trestle, and liable to be carried away by high water. The fourth crossing was by bridge, which was unsafe. The road was in need of new crossties, to a great extent, throughout; the cuts all needed ditching. North of Red River new cattle guards were required. With the exception

of Springfield, new depot accommodations were required. The high trestle at the bridge was comparatively new and in good condition. The depot at Baker's Station was a small frame machine shop, in fair condition, but too small for the purpose.

Q.—Will you please state what you mean by unsafe, as applied to these trestles and bridges.

A.—I mean a structure which shows such signs of decay or other weakness as to make it unsafe to risk life and property in crossing by railroad trains.

Q.—Please state whether or not, any repairs, work and labor had been put upon the Edgefield & Kentucky Railroad by any person or persons, other than United States employes, prior to your employment as engineer on January 1, 1866, and subsequent to the release of that road by the Government?

A.—I can't say postively, having no knowledge of any work being done previous to the contract of Maxwell, Saulpaw & Co.

Q.—Did you make any estimate at that time to ascertain the amount required to put the road in running order?

A.—I did.

Q.—Have you that estimate?

A.—I have not. I made an estimate and furnished to the receiver, Mr. Cheatham, at the time, but have no copy.

Q.—To the best of your recollection, what was the amount of that estimate?

A.—I think that the items included in the first estimate amounted to about \$60,000. This was for specified items, and did not include all the work necessary on the road.

Q.—Did you make the estimates for the work to be done by Maxwell, Saulpaw & Co., under their contracts, and if so, how many, and how often did you make them?

[*Tennessee Senate Appendix, 1870-71, page 460-61.*]



**Testimony of J. M. Speer, Roadmaster.**

*Answer*—There were services performed for which there were no cash collections, including mail services, transportation United States and State troops, etc.

*Question*—Do you know the amount of such earnings that were uncollected?

*A.*—I do not.

*Q.*—Do you know whether or not, any of such earnings were ever collected; and if any, by whom the same were collected?

*A.*—I know of no collection of such earnings.

*Q.*—Who can give a statement of the amount of such earnings?

*A.*—I suppose Mr. Linker, the book-keeper, could make a statement of such earnings.

[*Tennessee Senate Appendix, 1870-71, page 426.*]

*Answer*—Mr. Adna Anderson had charge of said road in the year 1862, until the fall of Fort Donelson. The remainder of the time, while it was operated, it was operated by the United States Government, except the time the road was operated by E. M. Reynolds, under the appointment of Gov. Johnson.

[*Ibid, page 481-82.*]

**Deposition of E. S. Cheatham.**

E. S. Cheatham, being sworn, testified as follows, to wit:

QUESTIONS BY MR. HALL.

*Question*—State whether or not, you were ever connected with the Edgefield & Kentucky Railroad; if so, state what length of time and in what capacity you were so connected?

*Answer*—I was elected as Company Director, March 31, 1856, and also President at the same time, and continued as



such to March 31, 1869. On January 31, 1861, I was removed as actual President, and Adna Anderson was appointed Receiver by Gov. I. G. Harris. From January 1, 1861, to March, 1869, I was made nominally President, being President simply of the Stock Board, to keep up the organization.

Q.—Was there, or not, an engine on the Edgefield & Kentucky Railroad known as the *A. G. Green*?

A.—Yes, sir; there was.

Q.—What became of that engine?

A.—That engine was carried South, by order of the Confederate authorities, in 1862.

Q.—Did you, or not, ever see said engine after it was carried South; if so, where, and when, did you see the same? Did you take charge of said engine; if so, what did you do with it? If you sold it, to whom did you sell it; for what price did you sell it, and what disposition did you make of the proceeds of the sale?

A.—I saw said engine near Atlanta, Ga., in March, 1864, in a dilapidated condition, in the control of the Confederate authorities. I never got control of said engine. After learning the condition of the locomotive, *A. G. Green*, and the use of rolling stock that had been taken from the Edgefield & Kentucky Railroad Company, I left for Richmond, Va., and succeeded in obtaining from the Confederate Government, for the use of said rolling stock and the said locomotive, *A. G. Green*, fifty non-taxable Confederate bonds, of \$1,000 each, which I have in my possession, and herewith present to the committee.

Q.—With what Confederate officer was the above transaction negotiated, and by what authority did you make said negotiation?

A.—I made said negotiation with Quartermaster Lawton, then in the city of Richmond, Va.; I made the negotiation as President of the Edgefield & Kentucky Railroad, after consultation with Mr. Andrew Ewing, who was one of the Directors

of the Edgefield & Kentucky Railroad, who had been the legal advisor of said railroad company.

*Q.*—State if you know where said engine, *A. G. Green*, now is; and where is the rolling stock taken from said road by the Confederate authorities?

*A.*—Before I came back here in March, 1866, I was informed that the engine, *A. G. Green*, was upon the Richmond & Danville Railroad; on my return to Nashville, Tenn., I informed R. B. Cheatham, who was then receiver of the Edgefield & Kentucky Railroad, of the fact above stated. I stated to him that A. F. Goodhue knew the locomotive, and requested him to take the necessary steps to recover the said engine; and as to the rolling stock, I know nothing, except that two of the box cars were on the Vicksburg & Meridian Railroad; but what has become of them I am not able to say.

*Q.*—Are the bonds herewith presented to the committee the identical bonds received by you from the Confederate Government, for the use of the engine and rolling stock?

*A.*—Yes, sir; they are.

*Q.*—Was one coupon detached from each bond at the time you received them; if not when and by whom were they detached, and what disposition was made of them, if you know?

*A.*—The coupons were not off when I received them; I took them off and paid them towards defraying expenses in making the negotiations with the Confederate Government, and no part of them was used for my own use or benefit.

*Q.*—State, if you know, what amount of rolling stock was on the Edgefield & Kentucky Railroad at the time you turned it over to Adna Anderson as receiver?

*A.*—I do not now remember, except as to the engines, there were three of them; I took an inventory of the rolling stock at that time but lost it during the war.

*Q.*—State, if you know, whether or not any of the rolling stock now on the Edgefield & Kentucky Railroad, constitutes any portion of the stock turned over by you to Anderson?

*A.*—Yes, two of the locomotives are yet on the road.

Q.—Do you know whether or not the two engines above mentioned were included in the purchase from the United States Government?

A.—I do not of my own knowledge; but the two engines now here, that is to say, the *E. P. Connell* and *Springfield*, were never carried South.

Q.—State whether or not you ever used, while South, during the war, or after, the *A. G. Green*, or the proceeds of the *A. G. Green*, or any of the rolling stock belonging to the Edgefield & Kentucky Railroad, or any other property of said road for your own individual use or profit?

A.—I never did, sir.

Q.—State whether or not you have ever used since you have returned from the South the Edgefield & Kentucky Railroad in the shipment of freights for which you paid nothing, or have you in any way used any of the property of the road, or the proceeds of the same, without a just compensation?

A.—I never have, sir.

Q.—What interest has the Edgefield & Kentucky Railroad in the railroad now operated jointly by the Edgefield & Kentucky and Louisville & Nashville Railroad Companies, between Nashville and Edgefield Junction?

A.—A common interest in the bridge crossing Cumberland River, except the iron superstructure—the original superstructure built on joint account, before the war, having been destroyed—the approaches to the bridge on both sides of the river, the road bed, the right of way, iron purchased in common, the road having been built jointly by the Louisville & Nashville Railroad and the Edgefield & Kentucky Railroad; the appropriation by the State having been received and used jointly in the purchase of iron and bridge building, as provided by law. The siding at Madison Station was built exclusively by the Louisville & Nashville Railroad.

E. S. CHEATHAM.

[*Tennessee Senate Appendix, 1870-71, page 513.*]

### Evidence of E. A. Fort.

E. A. Fort, receiver of the Edgefield & Kentucky Railroad, appeared before the committee, and being duly sworn, testified as follows:

#### QUESTIONS BY MR. TOWNSEND.

*Question* — Please state whether you have ever been connected with the Edgefield & Kentucky Railroad; and, if so, in what capacity, and for what length of time.

*Answer* — I have been connected since 1856, when I was elected a Director, and served as such until March 31, 1869, when I was elected President, and have served as such up to the present time. I was only nominally President up to October 15, 1869, when I was appointed receiver, and have acted as such up to the present date.

*Q.*— Will you please state what knowledge or information you have of any of the rolling stock, materials, implements and equipments having been taken off of said road at the beginning or during the war; when they were taken, and by whom?

*A.*— I know nothing about it personally myself, but from information, all of the rolling stock, with the exception of two engines, one passenger, and perhaps one or two box cars, were taken South; by whom I cannot say.

*Q.*— Have you any knowledge or information what become of the rolling stock taken South?

*A.*— I never heard anything of any of the rolling stock, with the exception of one engine, the *A. G. Green*, which was on the Richmond & Danville Railroad, in possession of that company.

*Q.*— Do you know how that engine got in possession of that company?

*A.*— I understood they purchased it from the United States Government.

*Q.*— You have stated in your answer to three previous

questions, that what you know was derived from information. Please state who gave you such information?

*A.*—So far as the answer to the first question referred to, I do not remember. Mr. Goodhue gave me the information in regard to the engine, *A. G. Green*, being on the Richmond & Danville Railroad; and also, that the parties then having the engine in possession, had purchased the engine from the Government.

[*Tennessee Senate Appendix, 1870-71, pages 549-50.*]

### **Report of Committee on the McMinnville & Manchester Railroad—Deposition of P. H. Marbury.**

During the late war, the Federal army, by order of Gen. Grant, removed about 25½ miles of iron, chairs, spikes, frogs, switches, etc., etc., and placed them, as I am informed, on the Nashville & Chattanooga Railroad. The depot buildings, round-house, car sheds, shops, etc., at McMinnville were all burnt, including the books and papers of the company. The bridges over Barren Fork and Hickory Creek were burnt, the brick depot at Morrison was burnt, and the depot at Manchester was almost entirely destroyed.

*Question*—Has this road at any time paid the interest upon the State bonds, and, if so, up to what time, and what were the average net earnings of your road up to the time of its ceasing to be run by reason of the war?

*Answer*—The road paid the interest on its bonds promptly, while the company run it, and after the company leased the road to the Nashville & Chattanooga Railroad Company, the Nashville & Chattanooga road paid the interest promptly until the war. I do not remember the amount of the net earnings of the road while the company run it, and cannot now certainly ascertain in consequence of the loss of the books by burning, but my recollection is that the net earnings of the road before the war was about eighteen to twenty thousand dollars per annum.

Q.—Please state how the four hundred thousand dollars of the bonds of the State of Tennessee, received by you as President of said road were used; were they sold and the proceeds disbursed, or were the contracts for rebuilding, etc., made on a bond basis or not? If said bonds were sold, when and where were they sold, and at what price? If used in paying for said contracts, at what rate of discount? Have you any statement of such disbursements and vouchers for the same; and if so, please present it and them for the inspection of the committee?

A.—A large proportion of the bonds were used in payment at par for iron, chairs and spikes, and construction, including bridges and trestles, stock gaps, etc. A portion of them were sold for cash to pay incidental expenses and work that could not be contracted for, payable in bonds, as well as a portion of the iron. A statement, marked Exhibit B, is herewith filed, showing the price they were sold for.

[*Senate Appendix, 1870-71, pages 580-81.*]

EXHIBIT TO P. H. MARBURY'S\* DEPOSITION.

SHOWING DISBURSEMENTS TO REBUILD ROAD.

For account of iron rails.....	\$213,177 46
For account of freight on rails .....	25,350 00
For account of chairs and spikes .....	23,000 00
For account of equipments .....	3,000 00
For account of construction.....	110,000 00
For account of bonds sold for currency.....	30,472 50
For account of Receiver Irvin.....	6,000 00
Total .....	\$410,999 96

NOTE.—This was paid for by State aid bonds.

[*Tennessee Senate Appendix, 1870-71, page 192.*]

\*Printed "Marberry" in Pub. Docs. Tenn., 1859-60.



**McMinnville & Manchester Railroad—Evidence of  
Charles H. Irvin, Receiver.**

*Question*—Please state how you ascertained in your report of December 12, 1869, to a Committee of the Legislature, the amount of material used by the United States Government belonging to said road, and also, what evidence you can furnish or suggest to the Committee of the validity of the claim in favor of said road against the Nashville & Chattanooga Railroad mentioned in your said report.

*Answer*—The claim against the United States can be substantiated by the former officers of the company, by the testimony of Charles Howlett, D. E. Davenport, J. Farrar and others who were engaged in tearing up and moving the material mentioned. The contract with the Nashville & Chattanooga Railroad is a matter of record both in the offices of the Nashville & Chattanooga and the McMinnville & Manchester Railroad; and every officer of the McMinnville & Manchester Railroad, who was in the office immediately before the war, know the circumstances of the contract. Mr. Muzzy, who is now running on the road as engineer, can testify as to the use of the cars and engines during the war, and the reports of the Nashville & Chattanooga Railroad officers, made to the company since the war, show that they received pay for services and use of cars, etc., while they were down South.

[*Tennessee Senate Appendix, 1870-71, pages 642-43.*]

**Testimony of D. E. Davenport, Receiver of the Mc-  
Minnville & Manchester Railroad.**

*Answer*—I had a commission from Gov. Brownlow to prosecute the claim the said road had against the United States Government for iron and material taken from said road by the army of the United States. The amount of the claim was \$314,496.67. A true copy of said authority I herewith file, marked Exhibit D.



*Question*—By what means were the various items of charges contained in said claim against the Government of the United States ascertained, and what proof or evidence of the justness and correctness of the same exists, and what effort has been made by you or by any other person to secure the collection of the same from the Government of the United States; and what do you think are the chances of its collection?

A.—Said road was taken up by me for the United States Government during the first part of the year 1864, and finished about April 1, 1864. The amount is arrived at from the amount of iron, chairs, and spikes, frogs and switches, actually taken from said road by an account kept by me at the time. In addition to my own statement, I have affidavits of other parties on file in Washington as to the correctness and justness of said claim. After receiving my commission I made several trips to Washington, and had other persons accompany me for the purpose of substantiating said claim. I also furnished means to parties at Washington for the purpose of pushing said claim—say about \$2,000. I think the prospect good.

[*Ibid*, page 646.]

REPORT OF COMMITTEE.

The committee find a claim for \$169,250 against the Government of the United States for iron rails and other materials taken from this road for the use of the army of the United States during the late war; which has been made out and properly filed in the Quartermaster General's Office at Washington, and which the committee believe to be a just and valid claim against the United States Government.

[*Tennessee Senate Appendix, 1870-71, page 569-70.*]

**Report of Committee on Memphis, Clarksville & Louisville Railroad—Reports Showing Condition of Road After the War.**

OFFICE OF ASSISTANT ENGINEER EASTERN DIVISION,  
MEMPHIS, CLARKSVILLE & LOUISVILLE RAILROAD,

CLARKSVILLE, October 4, 1867.

*Geo. T. Lewis, Esq., Receiver of the M., C. & L. R. R.:*

SIR—Your letter of the 2d inst., requesting a full report of the condition of my division at the time I took it in charge; the quantity of earthwork, trestling, bridging, etc., that has been done, and the condition of the division on the 1st inst., has been received, and I hereby make the following report:

The division begins at the State line and ends near the west foot of Tennessee Ridge, a distance of forty-three miles. I took charge of it on November 1, 1865. At that time, only the part of the division between Clarksville and the State line was in running order, and a portion of this was subsequently abandoned, owing to the unsafe condition of Red River trestle—the trains only running from the Fair Ground to the State line, a distance of eleven miles.

The road on the west side of the Cumberland was in much worse condition. The first span across the river was totally destroyed, having been burned during the war; the small bridge, spanning Water street, and connecting with the main one, was materially injured; the end being badly smashed and torn by falling timbers. The draw was not in working condition—the turning apparatus having been thrown off the circle, and evidence of decay in the whole superstructure was so apparent that no attempt was made to turn it from the rest-piers until it was partially repaired. The permanent span west of the draw was not in much better condition, and was not crossed by a train until it was strengthened by suspension rods and additional bracing. The long line of trestle

(2200 feet) across Cumberland River bottom, also needed repairing; braces, posts, stringers, caps, sills and ties had rotted, and until they were replaced by new ones, the trestle was not considered safe. The trestles along the whole line of the division, all required more or less repairs; many of the timbers appeared sound, but on boring into them it was discovered that they were rotten at a depth of from one-half inch to two inches, the solid wood fibre being only a thin external shell.

The Budd's Creek trestle was much injured by high water; out of ten spans on the east side, only five were left standing, and two out of four on the west side were washed away; also, the four girder bridges of fifty feet span each, together with the wooden piers which rested on the top of the masonry, were also floated off, and more or less injured. The timbers in these bridges, it was supposed, were nearly all sound, and that with a few additional pieces, they could be used again; but upon a close examination it was discovered that the rot had set in, and that it was necessary to replace them all by new ones. Out of the twenty-one bents of the Allen's Branch trestle, only three were left standing; the rest were floated from their position, and many of them torn to pieces. Some of the timbers were used in reconstructing the work. The four girder bridges of fifty feet span each, connected with this trestle, were much injured by the water; many of the posts and braces of the piers which supported them were in bad condition, having rotted and detached themselves from the caps and sills—the water here rose to the top of the stringers.

Palmyra bridge appeared in good condition, except a few defective floor beams and ties, and was considered safe until a more thorough examination was made, after which it was thought advisable to put three bents of trestle under it.

Between the bridge and the tunnel—a distance of a few hundred feet, and on a deep fill—one hundred and fifty feet of track was washed off the roadbed and down the side of

the bank. In the tunnel and approaches much material had washed on the roadbed, covering the track in the east end of the tunnel, at one place a depth of six or eight feet. This fell from an opening, twenty feet long, in the roof, occasioned by a break in the rocky strata above.

Between Cumberland River trestle and Palmyra, more or less material had washed in all the cuts—in many of them the track was covered up for a depth of several feet at the sides, and some of the banks were washed at the top and reduced to half of their original width. The three trestles across the deep hollows, below and within one mile of the tunnel, were all floated from their positions, and many of the timbers washed away; several bents were torn from the stringers and carried off by the current. The other trestles east of Cumberland City, and up to this point, were all more or less damaged by the high water.

The girder bridge of sixty feet span, at Grice's Creek, was thought to be in good order; but after a careful examination was made it was deemed advisable to replace it by a new one.

The road between this creek and Cumberland City, a distance of one and a quarter miles, was much washed, the water undermining the track, and causing the embankments in many places, to settle. This was likewise the case as far as the east foot of the ridge.

I found Well's Creek Bridge No. 1, in good condition, a few floor beams and ties only necessary to be removed. Bridge No. 2, (two girders of fifty feet span,) on the same creek, was washed away. The middle and east piers were gone, and the west pier partly undermined. The channel of the creek at this point was entirely changed by the force of the current. The wreck of the bridges were lying a short distance below; the timbers rotted, and one of them entirely destroyed.

Bridge No. 3, the same in dimensions as No. 2, was floated from position, and the middle pier undermined—a number of

stones falling into the stream. It would have been exceedingly difficult, if not altogether impracticable, to have repaired this pier. A mile and a half west of this point there was a side wash of one hundred and fifty feet in the bank, the track falling into the bed of the creek.

On Tennessee Ridge there were formidable obstructions on the roadbed. In the two principal cuts a large quantity of material had accumulated on the track by slides and disintegration, varying in depth from a few inches up to ten feet. These cuts were taken out originally to a slope of half a foot horizontal to one vertical, and to a depth, at center, of about fifty feet. The material is a stiff, red clay, in which is embedded masses of gravel, boulders, angular stones, seams of pipe clay, indurated earth, and here and there small beds of iron ore, rendering it exceedingly difficult to remove. West of the main cut, and just at its mouth, a large quantity of water had dammed up, which could not be drained, and which would unavoidably retard the work at that end; and the drainage also from the sides being checked by the irregular deposits in the cut, the water above percolated to the roadbed, rendering the material, for the depth of several feet, no better than puddling to remove.

West of Lewis' Branch there were two breaks in the banks. One thirty feet long by twenty feet deep, and the other sixty feet long by twenty-five feet deep, at deepest part, besides several other washes varying in length and depth. From these washes to the west foot of the Ridge, near the end of the division, the roadbed was in fair condition and the track in good alignment.

The condition of the ties varied in different parts of the division. After walking over the line in December, 1865, I estimated that it would require, on an average, about three hundred to the mile to put the track in fair running order. They were worse between Clarksville and Palmyra than on any other part of the division, and best on the Ridge and westward to its foot. There were about one hundred and



sixty defective rails between Clarksville and the State line. On the west side of the Cumberland, and as far as the division extended, the heavy rails were all good, and only a few of the light tabular rails had given away.

Many parts of the road between the Cumberland river trestle and the west foot of the ridge were overgrown with grass, weeds, broomsage, brush and briars; and the track torn up at different points by the farmers for the convenience of road crossings—two rails being displaced on opposite sides. The tanks all required repairs, except the two between Clarksville and the State line. The switches west of the Cumberland, and side tracks, were all out of order, many of the rods of the former having been carried off, the targets bent down and the circles broken. There were scattered along the division, at the time I took charge of it, a quantity of railroad material of different kinds, nearly all being worthless, except about nine hundred railroad chairs, four frogs, and as many sets of spring rails.

The following is an estimate of the quantity of—

Material removed from cuts, and washes filled up .....	30,000 c. yds.
First class masonry.....	135 c. yds.
Culvert, masonry .....	225 c. yds.
Timber used in new trestle.....	305,000 B. M.
Ties contracted for.....	40,000
Ties put in track .....	40,000
Ties delivered on road.....	12,000
Wood contracted for.....	3,000 cords.
Wood delivered.....	600 cords.

#### BRIDGES.

Cumberland River—one span McCallum truss 198 feet long.....	Finished.
One draw, Fink's patent, 276 feet long .....	Finished.
One V truss, Fink's patent, 218 feet long.....	Finished.
Howe truss No. 2, Well's Creek, 127 feet long.....	Finished.

Howe truss No. 3, Well's Creek, 117 feet long. . . . Finished.  
Four new girder bridges, 50 feet span. . . . . Finished.  
One new girder bridge, 60 feet span. . . . . Finished.

New bridges have also been contracted for to replace the old ones at Yellow Creek and Palmyra.

I am, very respectfully, your obedient servant,

JOHN B. TAPSCOTT,

*Assistant Engineer in Charge Eastern Division.*

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OFFICE OF ASSISTANT ENGINEER WESTERN DIVISION,  
MEMPHIS, CLARKSVILLE & LOUISVILLE RAILROAD,  
DANVILLE, TENN., September 1, 1866.

*Geo. T. Lewis, Esq., Receiver M., C. & L. R. R. :*

SIR—In the following you have my report as Assistant Engineer:

On the 29th of January, 1866, by order of G. O. Breed, Esq., Chief Engineer of your road, I took charge of the Western Division of said road, embracing the 44th and 83d sections, inclusive.

At that time the road was overgrown with bushes, saplings, briars and grass; the removal of which occupied a considerable force for some time, bushes in many places being so thick as to prevent the use of truck and hand cars; the cuts throughout the entire division filled in, and in many places the track covered from eight to ten feet deep, caused by disintegration of material from sides, and heavy slides; the embankments settled and washed narrow at many points to such an extent as to require both raising and widening to admit of the passage of trains. All the bridges and trestles were either destroyed or decayed, requiring new structures and extensive repairs.

New floor beams, track stringers, and many new bolts were put in the two trussed girder bridges over Cane Creek. The Tennessee River bridge, the superstructure of which was



destroyed by the Federal army in February, 1862, to be rebuilt, the greater portion of the masonry answering; and the undermining by the river of the western abutment to such an extent to require its being rebuilt, the trestle connecting west end of bridge, containing sixty-one bents, eighteen feet from center to center, an average of thirty feet high, requiring twelve new bents; said bents were destroyed at the same time by same parties who destroyed the bridge; the repairing of the remainder and replacing of many bolts.

The bridge over Crooked Creek, an improved Howe Truss of one hundred and fifty-seven feet total length, resting at each end on two timber piers, was destroyed in February, 1866, by Confederates. The trestle connecting with the west end of this bridge, containing thirty-two bents, eighteen feet span, with an average height of twenty-five feet, was washed from its proper position by high water from Tennessee River, which was from two and one-half to three feet deep on the track from the west end of Tennessee River trestle, for a distance of two miles, westwardly.

Trestle over Sugar Creek, forty feet long, an average of seven feet high, washed ten feet from track.

Trestle at Alsop's Branch; new trestle required, sixty feet long and five feet high.

Big Sandy trestle, containing twenty-one bents, an average of fifteen feet high; partially cut and burnt by Confederate soldiers.

Big Sandy bridge, burned at same time of partial destruction of trestle, by same parties; was a truss girder, fifty-seven feet total length, resting on timber piers which were not injured.

Trestle at Hancock's Branch, containing five bents, eighteen feet from center to center of bents, an average of fifteen feet high; destroyed during the war by Confederates; new structure required.

Clandening Branch trestle, forty feet long and eight feet high, two bents washed out; new ones required.

Hasting's Branch trestle, thirty feet long and eight feet high, destroyed; new structure required.

West Sandy trestle containing seven bents, eighteen feet from center to center, average fifteen feet high, destroyed; new structure required.

Bailey's Fork bridge trestle, one hundred feet long and fifteen feet high, two bents washed away; remainder requiring repairs.

Pryor's Branch trestle, forty feet long and fifteen feet high, washed away; new structure required.

Second crossing of Bailey's Fork, one hundred feet long and fifteen feet high, one bent washed away; remainder requiring repairs.

Trestle over Carrier's Factory race, containing six bents, eighteen feet from center to center, average of twenty feet high, requiring two new bents and stringers. Several other small trestles over Bailey's Fork requiring repairs, and two requiring to be rebuilt, thirty feet long and five feet high; the last named trestles were those nearest Paris Depot, entirely destroyed, each containing four bents, eighteen feet from center to center, and twenty feet high; all to be new structures.

Timber culverts and cattle guards required to be made anew throughout the entire division.

The crossties decayed to such an extent as to require from five hundred to one thousand new ones per mile.

Owing to the unsettled state of the country during the war, the farmers living adjacent to the road were in such great want of material for blacksmithing, etc., that they used all the rods, bolts and even the spikes and chairs, cut bridges and trestles to get the rods; also switch circles, targets and connecting rods were taken off and used for same purpose.

Owing to the isolated condition of this portion of the road, it was with the greatest difficulty that labor could be procured; in fact, after repeated endeavors, the price for laborers was raised from one dollar and fifty cents to one

dollar and seventy-five cents per day, this being the only means to get them to remain west of Tennessee River. These exorbitant prices were, however, reduced by your order on the 1st inst., through trains having commenced running on the 12th inst.

Considerable expense was incurred in removing wrecks and old timbers from both bridge and trestle sites.

Total length of bridges rebuilt..... 1769 linear feet.  
Total length of trestles rebuilt..... 4064 linear feet.

The following is an estimate of the amount of work done:  
Clearing forty miles of road.

Timber for truss girder bridges..... 18,670 feet B. M.  
Timber for trestle and repairs ..... 249,948 feet B. M.  
Timber for culverts and cattle guards .... 37,400 feet B. M.  
Expended in the excavation of trestle foundations and sinking of piles, \$2,000.

ROBERT L. COBB,  
*Assistant Engineer.*

[*Tennessee Senate Appendix, 1870-71, pages 741-48.*]

### **Memphis & Clarksville Railroad—Testimony of G. B. Faxon.**

*Question*—What was the condition of said road at the time George T. Lewis was appointed receiver; what improvements were put upon the same during his receivership, and what was the condition of the road and rolling stock at the time he turned it over to his successor; and how did the earnings during his receivership compare with the subsequent earnings of the road?

*Answer*—I am not prepared to give an intelligent and satisfactory answer to this question at this time, in the absence of the necessary papers; but will state what I am able, from my best recollection. At the time Mr. Lewis entered upon his administration of the affairs of the road, he found it in

a very dilapidated condition—trestles decayed, bridges destroyed, and embankments washed away. The entire road needed new cross-ties. The road at Tennessee Ridge and Benton Ridge was covered for several hundred feet with dirt, caused by landslides, and it required much labor and expense to remove the same. Tennessee River bridge, nearly 1500 feet in length, was entirely destroyed by the Federal forces, directly after the fall of Fort Henry; also two spans of Cumberland River Bridge—all of which had to be rebuilt—one span of which fell through with a train, and another of which was declared unsafe. There were three other small bridges, one over Crooked Creek and the other two over Wells' Creek, which had to be rebuilt. A new passenger depot was built at Clarksville; and it was found necessary to purchase real estate, upon which said building is located. There was no rolling stock upon the road at the time Mr. Lewis took charge. Directly after he took charge, he purchased twelve locomotives and a number of freight cars from the Government (I forget the exact number). This rolling stock was not the very best, as it had been culled over before Mr. Lewis made his purchase.

[*Tennessee Senate Appendix, 1870-71, pages 767, 768.*]

### **Report of Committee on Nashville & Northwestern Railroad.**

The committee finds that when the United States Government undertook to complete said road from Nashville to Johnsonville, for military purposes, that the road had been built from Nashville to Section 29, or twenty-nine miles; and from Johnsonville toward Waverly a distance of about four miles, making in all that had been completed between Nashville and Johnsonville, thirty-three miles, the entire distance being seventy-eight miles; the residue was constructed by the United States, without cost to the company or State, at an immense outlay of money.

The committee finds, also, from the testimony of M. Burns, that when the road was turned over to him, in September, 1865, there was not a dollar in the treasury of the company, and that eighteen bonds of the State was the only available means the company had, with which to purchase engines, cars, material and supplies, for the purpose of operating the road; all the cars, engines, etc., having been carried South during the war; and only three engines (they in bad order) having been returned to said company, it will be readily seen that before the company could operate said road, a purchase of engines, cars and materials was indispensable.

The committee finds, from the testimony of M. Burns, that this purchase was at once effected by buying from the United States Government twelve or more locomotives, ninety-nine box cars, twenty-five flats, iron rails, wood, material, etc., amounting to \$147,928.34. (See Exhibit No. 1 to Mr. Burns' deposition.)

The committee finds that the cost of constructing said road, per mile, including losses incident to war, from the testimony of M. Burns, William Davis and Fritz Helluer, that at the time said road was turned over to M. Burns, in September, 1865, of the ninety-two miles west of the Tennessee River, only about fifty had ever been constructed, and that had not been operated for years; the iron had been torn up by the United States and removed from about thirty miles of the route; the embankments had washed, cuts covered in, and crossties rotted, as well as all bridges and trestles of every kind; and that part which was left had grown up in wild growth, so that it was as costly and difficult to rebuild that portion of the road which had been built as that which had never been touched.

[*Tennessee Senate Appendix, 1870-71, pages 820, 821.*]

**Testimony of M. Burns as to Nashville & North-western Railroad.**

The principal rolling stock and materials of the road, and taken by the receiver, were purchased from the United States. The small amount owned by the company before the war was nearly destroyed by its operations. I think there was one locomotive and one or two cars, when the Federal troops took possession of this place. The engine was put in good order by the United States and turned over to the company with any other property we could claim when the road was turned over to us.

West of the river we had three engines, I think, in bad order. Not having the company's books before me, I think these were all the company had. Were it not for the aid the United States gave the company in rolling stock and material, and building the road from Section 29 to below Waverly, or about forty-three miles, I doubt if the road would be finished as yet.

It cost the United States, as per Quartermaster General's Report, to build the road from Section 29 to near Johnsonville, between three and five millions of dollars, all of which is a clear gain to the State, as no charge was made for this work by the Government, only taking bond for rolling stock and materials sold, letting the use of the road, as I suppose, go for such construction.

There were some fifty-five miles of the road finished before the war, from Hickman toward Huntingdon, and in running order. The United States took up the iron from Hickman to some distance above Union City—say some sixteen miles, and carried it away. The remainder of the road, on account of disuse and the ravages of the army in tearing down trestles and bridges, and the filling up of cuts, and growth of wood, and other destructions, made that portion of the road cost nearly as much as if nothing was done on it.



Iron chairs and spikes had to be purchased for the renewal of the road.

[*Tennessee Senate Appendix, 1870-71, pages 836, 837.*]

#### **Report of Committee on Winchester & Alabama Railroad.**

4. That the debt of said road against the United States Government is a valid and just claim; and as it appears from the testimony that said claim has been transferred to the State for its benefit and reimbursement for her large advances made to said road, some action should be taken by the proper authorities to secure its payment.

[*Tennessee Senate Appendix, 1870-71, pages 935, 936.*]

#### **Deposition of W. H. Moores.**

*Question 16*—What does the Government of the United States owe said road?

*Answer*—About \$700,000.

*Q. 17.*—What disposition has been made of said indebtedness?

*A.*—It has been transferred upon the books of the said railroad company to the State of Tennessee, for the purpose, when collected, of paying the bonds of the State loaned to said railroad company.

[*Ibid., pages 953, 954.*]

#### **Deposition of J. W. Brown.**

*Question*—Please inform the committee how the correctness and amount of the claim against the Government of the United States can be ascertained, and what proof has been taken in the case, where filed, and what steps have been taken in its collection?

*Answer*—I made out the claim against the United States Government of the amount as near as my memory retains it.

The actual position of the claim can be ascertained either through George B. Way, Claim Agent, at Washington, or from the Court of Claims, where, I understand, the said claim is being adjudicated. All the evidence deemed necessary by the attorneys prosecuting the claim has been furnished, and, I believe, active steps are being taken for its collection.

[*Tennessee Senate Appendix, 1870-71, page 983.*]

**Extract from Decree in the Chancery Court at Nashville, Tenn., in the Case of the State of Tennessee v. the E. & K. Railroad Company and the Memphis, Clarksville & Louisville Railroad Company, et als, entered of the 6th of July, 1871.**

(This was a decree foreclosing lien held by the State for the bonded debt due the State from the road).

“And that said company is justly indebted to the State on the first day of January, 1871, in the sum of \$2,454,125.93, and in the further sum of \$199,670 for rolling stock purchased from the Government of the United States.”

“It is further understood and agreed that if the company or stockholders buy, the State will indemnify and save harmless such purchasers from liability for the debt, to the United States as aforesaid, less the amount due from the United States up to this date for carrying the mails or other freights which the State is to have the benefit of.”

[*Minute Book T, page 402.*]

**Decree of Sale of the Memphis, Clarksville & Louisville Railroad.**

“It is further understood and agreed that the State will indemnify and save harmless the purchaser from liability for the debt to the United States as aforesaid, less the amount due from the United States up to the time of sale for carrying the mails or other freights of which the State is to have the benefit of. The purchaser shall have a credit on the two

last installments of the purchase money for all sums that may be retained by the United States from said purchaser on amount of said debt, such credits to be allowed in bonds of the State at the then value of such bonds, if not otherwise paid by the State, and unless the State shall have settled said debt to the satisfaction of the United States by the time said two last installments mature, the purchaser may pay the balance due to the United States on said debt, and have a credit on said installments for the amount thereof, together with the difference between the value of said sum if paid in cash to the United States and the then value of State bonds."

[*Ibid.*, September 20, 1871, *Minute Book T*, page 496.]

**Extract from a Decree in the Chancery Court at Nashville, Tenn., in the Case of State of Tennessee vs. the E. & K. R. R. Co., and the Winchester & Alabama R. R. Co., entered on April 4, 1871.**

"It is further agreed by consent of said Railroad Company (the Winchester & Alabama) and its stockholders that nothing in this decree shall affect the claim which the State of Tennessee has against the United States for iron and other property of said road taken by the said United States and appropriated to its use and benefit, and upon which the State had a subsisting lien for its said debt at time of its conversion by said United States, and which claim and debt against said Government of the United States has, heretofore by action of said Railroad Company, been expressly assigned and conveyed, and is hereby confirmed to the State of Tennessee."

[*Minute Book T*, page 6.]

**Extract from a Decree in the Chancery Court at Nashville, Tenn., in the Case of the State of Tennessee vs. the E. & K. R. R. Co., entered on April 23, 1871.**

(This is a decree of foreclosure by sale against the E. & K. R. R. for the bonded debt due the State of Tennessee.)

“The understanding is, that if the company or stockholders buy, the State assumes the debt to the United States, less the amount due from the United States for carrying the mails or other freights, which the State is to have the benefit of.”

[*Minute Book T, page 153.*]

**Act of March 27, 1872, Relating to the McMinnville & Manchester Railroad.**

SECTION 1. *Be it enacted by the General Assembly of the State of Tennessee*, That in the event the United States shall recover any amount in the suit for the sum of \$67,000.00, which the said United States has brought in the Federal Court, at Nashville, against the McMinnville & Manchester R. R. Co., for the value of iron, rails, material and rolling stock alleged to have been furnished said Company, and to secure which a lien was retained with the right reserved to the United States to put a receiver in charge of said railroad, that the Commissioner appointed to sell the delinquent railroads in the State of Tennessee be directed and authorized to credit the said Company who purchased said road with the amount of such recovery; *provided*, that said McMinnville & Manchester Railroad Co. shall not have the benefit of this Act, unless it, in good faith and to the satisfaction of said Commissioners, makes all proper and necessary defenses to said suit brought against it by the United States.

SEC. 2. *Be it further enacted*, That this Act take effect from and after its passage, the public welfare requiring it.

Passed March 27, 1872.

JOHN C. BROWN, *Governor.* RICHARDSON & VAUGHN,  
*Speakers.*

[*Acts Tennessee, 1872, Chapter 16.*]

**Act of March 29, 1872, Relating to the Memphis,  
Clarksville & Louisville Railroad.**

SECTION 1. *Be it further enacted by the General Assembly of the State of Tennessee,* That upon the Louisville & Nashville Railroad Company paying to the State's Railroad Commissioners, the Hons. R. J. McKinney, F. B. Fogg, A. Wright, the Governor, Secretary of State and Comptroller, or to a majority of them, all the balance of the bonds still unpaid upon a purchase by the Louisville & Nashville Railroad Company of the Memphis, Clarksville & Louisville Railroad as made under the decree of the Chancery Court at Nashville, except so many of the bonds as may be necessary to indemnify the Louisville & Nashville Railroad Company against a certain debt claimed to be due to the United States, and upon the Louisville & Nashville Railroad depositing with the Comptroller, or with the Fourth National Bank of Nashville, as the State's Railroad Commissioners may determine, so many bonds as may then be necessary to pay the balance due the State upon said purchase by the Louisville & Nashville Railroad Company, the bonds so deposited being made payable to the Louisville & Nashville Railroad Company, and a receipt to be taken from the depository, giving a full description of the amount, date and number of the bonds, or specifying that the bonds are to be withdrawn only upon the just order of the Commissioners and said Company, the receipt to be filed with the Comptroller; then the bonds so deposited shall be held by the depository until the State can effect a settlement with the United States of the debt or claim of the United States against the Memphis, Clarksville & Louisville Railroad Company; and upon the deposit of the bonds, the lien which was retained by the decree of the Chancery Court at Nashville, in favor of the State of Tennessee upon the Memphis, Clarksville & Louisville Railroad Company, its property, rights and franchises, to secure the payment by the Louisville & Nashville Railroad Company of



\$850,000.00 in bonds, the balance of the amount for which the road was sold, shall be discharged, transferred and released from the Memphis, Clarksville & Louisville Railroad, its property, rights and franchises, and attached upon the bonds in the possession of the depository, where they will be held in strict accordance with the lien of the State, and the right of the State and the Louisville & Nashville Railroad Company, or settled by the decrees of the Chancery Court at Nashville; and the bonds so deposited are to be delivered by the depository to the Comptroller and to become the absolute property of the State of Tennessee when the State shall have settled and indemnified the Louisville & Nashville Railroad Company against the claim of the United States upon the Memphis, Clarksville & Louisville Railroad Company.

Passed March 29, 1872.

[*Acts Tennessee, 1872, Chapter 9.*]

### **Act of 1872 to Adjust Claims of State or Federal Governments.**

WHEREAS, There are large and unsettled claims between the State of Tennessee and the United States Government; and,

WHEREAS, It is important that said claims should be adjusted; therefore,

SECTION 1. *Be it enacted by the General Assembly of the State of Tennessee,* That the Governor of the State of Tennessee be, and he is hereby, fully authorized and empowered to settle with the Government of the United States, all the unadjusted claims between the Memphis, Clarksville & Louisville Railroad and said Government, also all the claims the State of Tennessee and the McMinnville & Manchester Railroad hold against the Government of the United States, and all claims the United States hold against said McMinnville & Manchester Railroad Company for damages done the McMinnville & Manchester Railroad, or damages done said Company



by the United States, or for iron, engines, rails and other materials furnished said Company, and also all other claims the State of Tennessee holds against the United States Government in connection with Tennessee railroad interests.

SEC. 2. *Be it further enacted*, That the Governor is hereby authorized and empowered to settle and adjust any and all other claims that may exist between the United States Government and the Government of the State of Tennessee.

SEC. 3. *Be it further enacted*, That this Act take effect from and after its passage, the public welfare requiring it.

Passed March 30, 1872.

[*Acts Tennessee, 1872, Chapter 13, page 35.*]

### **Message of Gov. John C. Brown, 1872.**

The Louisville & Nashville Railroad was the purchaser, under the decree of the Chancery Court at Nashville, of the Memphis, Clarksville & Louisville Railroad. At the date of the sale, one-half of the purchase was discharged in State bonds, pursuant to contract, and the residue of \$850,000.00 is not yet due. By agreement, it was not to be paid until the State of Tennessee relieved the road of a debt, claimed by the United States Government, of \$340,000.00, with interest since 1865. But this unpaid balance against the Louisville & Nashville Railroad Company continued to be and is yet a lien upon the road. The debt claimed by the United States is yet unsettled. The Louisville & Nashville Railroad Company are now anxious to pay so much of their debt as may be in excess of the debt due to the United States, and place bonds for the payment of the balance in some depository to be selected by both parties, until the debt due to the United States can be settled, and in the meantime that the State relinquish her lien upon the Memphis, Clarksville & Louisville Railroad.

[*Tennessee House Journal Appendix, 1872, page 12.*]

**Proceedings in United States Senate Relative to Claim  
as to Winchester & Alabama Railroad.**

Mr. Pratt, from the Committee on Claims, submitted the following report:

The Committee on Claims, to whom was referred the memorial of the Governor of the State of Tennessee, praying an appropriation to the State for materials belonging to the Winchester & Alabama Railroad used by the Government during the late war, having had the same under consideration, submit the following report:

The allegation of the memorial is that in the year 1858 the State of Tennessee expended in the construction of the above named railroad the sum of \$166,000; in the year 1859 the sum of \$247,000; and again in the year 1860 the sum of \$20,000. That the road was in the hands of the State at the beginning of the rebellion, and it became necessary for the Government of the United States to take up the iron, chairs, spikes, turntables, water tanks, and all other movable material appertaining to the road and move them to other parts in that State; and at the termination of the rebellion, the State paid the sum of \$143,259 as interest accrued during the war on the sums above advanced, and has expended in the reconstruction of said road, and in the purchase of material to supply the place of that taken away, as follows:

During June, 1866.....	\$250,000 00
During July, 1866.....	122,000 00
During April, 1867.....	150,000 00
During December, 1867.....	34,000 00
During January, 1868.....	300,000 00
Total.....	<u>\$856,000 00</u>

The road is now rebuilt. Accompanying the memorial are several affidavits in its support. Thus, James B. Lamb states that he was appointed as receiver of the road by the Governor of the State in January, 1861, and that the road

was from that time in the possession and under the control of the State through him as its agent, until his successor was appointed in the year 1865, and during this time the irons, rails, chairs, spikes and other material were taken up and removed by order of the military authorities of the United States.

D. E. Davenport swears the army entered the section of Tennessee where this road was located, in the month of July, 1863, and immediately took possession of the road leading from Decherd, on the line of the Nashville & Chattanooga Railroad to Fayetteville in Lincoln County, Tennessee, a distance of forty miles; that over this entire distance of the road the heavy railroad iron, the chairs, spikes, water tanks, turntables, frogs, switches, and all other material necessary to the running of a railroad were taken up in the winter of 1863 and the spring of 1864, and were used by the General Government in repairing its lines of military railroad; that he was, at that time, in the military service and performed the service of removing these materials, under order from Col. J. B. Anderson, then general manager of the United States military railroads in that department, the work being completed under Gen. D. C. McCallum, who succeeded Col. Anderson.

He further swears that the road was in good condition and running order at the time the iron and other materials were so removed. The property was first taken to Decherd and from thence was distributed to the points where it was most needed by the United States on the lines of railway employed in the transportation of soldiers and supplies; and nothing was left of what constituted the Winchester & Alabama Railway except its tract, the crossties even being rendered worthless in taking up the track and drawing the spikes.

He further swears that the State of Tennessee has, since the close of the war, nearly completed the rebuilding the road between Decherd and Fayetteville, having raised from

the sale of its bonds for this purpose the sum of \$846,000, and that the road is now the property of the State. Mr. Davenport's statement is corroborated by that of Jno. V. Gould, who says that most of the material taken from the road between Decherd and Fayetteville was used in relaying the track of the Nashville & Chattanooga Railroad. The Secretary of State of Tennessee certifies that the road came into possession of the State on January 8, 1861, and is still in its possession, and he confirms the statements of the other witnesses as to the amount of the advances originally made and the amounts expended in its reconstruction. Several eye-witnesses swear to the fact of seeing the material of the road being taken up and removed by the military forces, and transported to be used on the roads employed by the Government in the transportation of supplies and troops.

It appears from the affidavit of Jacob W. Brown that he has examined the books in the office of the Comptroller of the State, and from them had learned that the State had expended upward of \$1,300,000 in the first and second building of this railroad, and that the road as now rebuilt is not worth the sum of \$600,000, and could not be sold for that sum; and that the State alone, as a State, would derive the benefit of any appropriation made to reimburse her for the losses incurred in the stripping the road of its property, and that her financial condition urgently requires this measure. Upon application to the War Department, certain additional evidence has been furnished which relates rather to the question of the party to whom the United States should account, the State of Tennessee or the railroad company.

It appears from a certified copy of the proceedings of a stockholders' meeting, held at Fayetteville, on October 2, 1865, that certain directors were elected and an Executive Committee appointed.

The Board of Directors met on February 13, 1866. Certain vacancies in the board were supplied, and another Secretary elected, and it was then resolved that the Execu-

tive Committee proceed at once to take the necessary steps to procure the iron and put the road under contract at the earliest time practicable.

On May 8, 1866, G. W. Jones and J. B. Lamb, as special agents and attorneys for and on behalf of the State and the railroad company, memorialized the President of the United States in relation to the spoliation of the road, repeating substantially what has been already said as to the time the fixtures of the road were taken up and removed, and the purpose for which it was done. They say this was accomplished by order of Lieutenant General Grant, commanding the armies of the United States. They admit the road was then in the possession of the State by virtue of an Act of the General Assembly, by which the Governor was directed to take possession and control of all railroads to which the State had lent her bonds to aid in the construction, upon the failure of any such company promptly to meet and pay the interest accruing on the same, and that bonds to the State to the amount of \$480,000 had been advanced to this company, the interest on which the company had failed to meet and pay, as provided by law, upon which account the Governor, as authorized by law, had taken possession of the road.

The claim that the iron upon the road was of the heavy **T** rail, nearly new, having been used but three years, and weighed 4163 tons 563 pounds; that the road was of great value to the State and her citizens, passing through a fertile belt of country, and the object of this memorial was to obtain of the Government of the United States the return of the iron in kind sufficient to relay the track of the road, or its value in money, together with the cost of transportation. Governor Brownlow, then the chief magistrate of the State, indorsed this statement of Messrs. Lamb and Jones, styling them "special agents of the Winchester & Alabama Railroad," adding: "it is also a road in which the State of Tennessee has a large interest—in fact, much larger than have the stockholders—and, in my opinion, under the circumstances,



right and justice require that the United States should at least restore to said company the iron to relay the track." The memorial seems to have been referred by the President to Mr. Stanton, by whom it was referred to the Quartermaster General. On June 13, 1866, M. C. Meigs, Quartermaster General, in a letter to Mr. Stanton, returns the application of this company for the restoration of the iron, and says: "The report of General D. C. McCallum, inclosed, corroborates the statement that the iron of this road (being in all, including sidings, about forty-one and one-half miles, and weighing probably not far from 5163 tons 560 pounds, though the exact weight is not known) was taken from the road by General U. S. Grant, in January, 1864, for military purposes. The iron was laid upon other roads, as required, for military purposes. These roads have subsequently been relinquished to the companies formerly owning them. The iron is not now, therefore, in the possession of the Government. The railroads and railroad property remaining in possession of the Government at the close of the war, have been, when the military necessity for them ceased, relinquished to the companies by order of the President of the United States, but no provision has been made or authority given, for compensating former owners in the rebellious States for property captured or taken for military use, and which, having been expended, can not be restored. The relief sought by claimants can not, therefore, I think, be afforded by the War Department."

In the return which he endorsed on the application of these agents, forwarded to him by the Secretary of War, Gen. Meigs places his inability to comply on two grounds: that the iron was no longer in the possession of the United States, having been laid down upon roads no longer in control of the Government, and, therefore, could not be restored; and next, being captured from rebels and enemies, it could not be paid for by the War Department. He adds that no claim has been presented to his office by the State of Tennessee for this



iron. The Quartermaster General had referred this application to Brigadier General McCallum, General Superintendent of the United States Military Railroads for his report.

General McCallum in his report states that orders were given by General Grant in November, 1863, to J. B. Anderson then General Manager of the military roads, Division of Mississippi, to take up the iron of this road and use it to repair other lines employed for military purposes. He states that on November 26, 1863, an agreement was made with Gould & Davenport to do the work, which was accomplished during December and January following; that forty-one and one-half miles of track were removed (including the sidings as well as the main track), that the weight was not known, but the quantity (4163 tons 560 pounds) claimed by the agents of the company must be nearly correct; that the iron and other materials were taken and used by the military authorities at a time when most valuable to them; and the purchase of an equal quantity at the North was thereby rendered unnecessary. He says in conclusion: "I regard it as just and fair that the iron and material should be restored to the railroad company, or that compensation should be made for it." On the same state of facts, General McCallum is of one opinion and General Meigs another, on the question of returning the iron or making compensation for its value.

To sum up the facts, the property in question was taken by the military authorities as a war measure, in order to rebuild lines of railway absolutely essential to the use of the army, at the time when military operations were being carried on with great vigor in the South, in a State which had seceded, and which was still the theater of military operations, and in which, at a later date, at Nashville and at Franklin, two of the severest engagements of the war were fought. There is no evidence as to the political sentiments of the stockholders and officers of the corporation. If they were loyal it was a simple thing to allege and prove it. That

the application was wholly silent on the question proves that it was either thought to be an immaterial fact or one that could not be maintained. Whatever the motive was, it is a fact in the case that there is no evidence that the men who were the constituents and managers of the corporation and controlled its actions, were loyal. It is likewise a fact in the case that, though the control of the corporation had passed from the company to the State, the latter had nothing more than a lien on the property of the corporation, and the power to use its franchises for the purposes of reimbursement. The corporation was not extinct. It is not claimed by the Governor in his memorial to Congress that it was. It has been seen that in 1865 the stockholders elected officers; that the corporation sent a committee to Washington in 1866 to endeavor to obtain a return of the iron. The application was made in the joint behalf of the corporation and the State. The State, in her present memorial, is careful to state the nature of her interest, which is nothing more than to operate the road for purposes of reimbursement. It will also be noticed that the State took possession about the time she attempted to secede from the Union. And if what is said of the value of the road and the character of the country it traverses be true, it must have been a most useful instrumentality in the hands of the rebel government in aid of the secession movement, until that part of the State was conquered by the Union forces. It must, then, be accepted as true that the property seized belonged to the corporation at the time of the seizure, and that the State has no other claim to recognition than because of the lien she held upon the road to indemnify her for advances.

Now, those having political control of the State had precipitated it into rebellion against the Government. There was a time when her people were enemies, actual or constructive, of the United States, and when, by the principles of public law, it was proper for the United States, as a measure of

war, to seize upon public property and even capture such private property as was useful to the army, or could be made useful to the Government in suppressing the rebellion.

If the State of Tennessee had forts, or arsenals, or war material, the capture of all such property was perfectly justifiable by the laws of war. It was a mode of weakening the enemy and impairing his capacity to inflict injury upon other defenses. We regard a railroad, which was tributary to a trunk line, and might be utilized in the rebel cause in the transportation of troops and military supplies, as standing in the same category.

Now, at the time the seizure complained of took place, in the winter of 1863-64, it was true the authority of the United States was established along the line of the Nashville & Chattanooga Railroad, but there is no certain information as to the extent of the belt on either side of the road where this authority prevailed. Fayetteville was forty miles away from the line of communication maintained between Nashville and our army, then advancing into Georgia. There is no evidence that the military forces had any other than a temporary foothold on the line of this branch road while the work of taking up the rails was going on, and in the absence of such evidence we must conclude it was the enemy's country, and as such, subject to the rules of war. The Committee can not admit that any sound distinction exists between national and artificial persons in enemy's country as to exemption from the necessities of war or right of compensation for property taken or injuries inflicted. It was a common occurrence during the war for both armies to burn railroad bridges and tear up and destroy the rails. It was deemed the most effective method of arresting hostile movements and stopping necessary supplies. If the Government may be called on to make good the losses of the Winchester & Alabama Railroad, why may not every railroad corporation in the insurrectionary States institute a similar claim? And

if corporations are indemnified, what principle should exclude private parties from like indemnifications?

The Committee recommend that the memorial be indefinitely postponed.

[*U. S. Senate, 42d Cong., 2d Session, 1872, Report No. 202.*]

### **Message of Gov. John C. Brown, 1872.**

The Government of the United States claims that the State of Tennessee is indebted to her on account of a bond executed for rolling stock for the Memphis, Clarksville & Louisville Railroad in the sum of \$340,000 and interest for about seven years, and in other amounts on account of purchases made for other roads while in the hands of receivers. An agent, appointed for the first named road, has filed in the proper Department at Washington an offset to said demands, as well as proof tending to reduce the amount of the claim. The State of Tennessee holds a claim against the United States Government of over \$600,000 for damages done to the Winchester & Alabama Railroad; when the last mentioned road was sold by the Commissioners, his claim became the property of and now belongs to the State.

There is no authority, under existing law, for the appointment of an agent to adjust these claims. The attorney employed by the Memphis, Clarksville & Louisville Railroad can not make final settlement with the Departments, because not accredited by the State. I deem it important that a speedy settlement of these and other claims with the Government be made, and I respectfully request legislation authorizing the appointment of agents for this purpose.\*

[*House Journal Appendix, page 13.*]

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\*NOTE.— Resolution authorizing Governor to appoint agents to adjust and settle the claims existing between the United States and Tennessee, amended by inserting the claim of the McMinville & Manchester Railroad, was passed on first reading. *House Journal, 1872, page 5.*

**Extract from Message of Gov. John C. Brown to the  
38th General Assembly, January 9, 1873.**

OUR FEDERAL DEBT.

The extra session of the Thirty-seventh General Assembly, by an Act passed the 30th day of March, 1872, authorized and empowered the Executive to settle the mutual demands between the State and the general governments growing out of railroad claims. Ill health prevented me from visiting Washington City during the summer, and I therefore sent an agent, fully empowered to treat with the Quartermaster General. After a full investigation of the state of accounts, he addressed the Quartermaster General a communication, to which he received the accompanying reply, which is a denial of all credits claimed by the State, upon the ground that existing laws did not permit or authorize the allowing of such credits. This construction of the Acts of Congress placed it beyond my power to procure any settlement without further legislation. Congress was on the eve of adjourning, and nothing could then be done. When that body convened in December last, I procured the introduction of a bill in the House of Representatives, which passed its second reading and was referred to the appropriate committee, where it is now being considered. A copy of the bill, with the correspondence and accompanying documents are herewith transmitted for your information, and for your further action. If the bill is passed, as I hope it may be, there will be no difficulty in adjusting the claims without the payment of any money.

No appropriation was made to pay the expense of looking after this business, and I ordered the expenses of the agent paid out of the treasury, believing it would meet your approval.

[*House Journal and Appendix, 1873.*]



**The Appendix to the Governor's Message, Taken  
from Tennessee House Journal and  
Appendix, 1873.**

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FORTY-SECOND CONGRESS, THIRD SESSION, HOUSE OF REPRESENTATIVES—MISCELLANEOUS DOCUMENT NO. 4—RELIEF OF THE STATE OF TENNESSEE, TO ACCOMPANY H. R. BILL NO. 3000—PAPERS RELATIVE TO CLAIM FOR RELIEF FROM THE STATE OF TENNESSEE.

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*December 3, 1872*—Referred to the Committee on the Judiciary and ordered to be printed.

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EXECUTIVE OFFICE, NASHVILLE, TENN., }  
November 23, 1872. }

*Dear Sir*—As you have just been elected a Representative in Congress, by the general vote of the State, I make free to invoke your active and earnest coöperation in securing legislation in behalf of the State of Tennessee.

You will perceive from an examination of the inclosures that the United States Government holds three bonds, executed by Governor Brownlow, on June 1, 1866, for \$337,993.73, \$94,142.85, and \$21,661.73, respectively, and all bearing interest at the rate of 7.3 per cent per annum. The stated account from the Quartermaster General's office shows the credits that have been given for postal service, and the credits on that account, still to be applied, are not in dispute.

The proof is abundant that the property, for the price of which these bonds were executed, was purchased and placed upon the Memphis, Clarksville & Louisville Railroad, and the Edgefield & Kentucky Railroad, by the receivers of said roads and for the owners of said roads. The State was not a



party to the purchase and sale. The companies failed to execute bonds, and the General Assembly passed an Act authorizing the Governor to execute bonds to prevent the seizure and removal of the rolling stock by the agents of the United States Government. And the Governor did execute the bonds above alluded to. The property was at Nashville when it was sold. The contract was made at Nashville, and the bond was executed at Nashville.

You will see, from examination of a letter of the Quartermaster General addressed to an agent sent by me to Washington City last summer (a copy of which is herewith inclosed), that instructions have been given to institute suits on the bonds.

The General Assembly of Tennessee, last winter, passed an Act authorizing the Governor to settle all claims with the United States Government, and I am very anxious to do so. But you will see, from the Quartermaster General's letter, that he does not feel authorized to allow any credits except for postal service.

I think the State is entitled to abatements and credits as follows :

1st. In abatement in price of railroad material and rolling stock, for which the bonds were executed, to the actual value of the property at the date of sale, that value to be ascertained by proof.

2d. For the value of all bridges and other property on the Memphis, Clarksville & Louisville Railroad, and the Edgefield & Kentucky road, by the United States Government.

3d. For the value of the rails, crossties and other railway material removed from the Winchester & Alabama Railroad by the authorities of the United States Government.

The justice and equity of the first proposition becomes apparent, when I assure you that the evidence is *abundant* and *reliable* that the prices affixed to the property were generally 100 per cent above the market value. The State was not a party to the contract. The Nashville & Chattanooga

road obtained an abatement of nearly 100 per cent upon a similar purchase made at or near the same time. Other roads have obtained similar abatements. The bonds are not collectible because they have, upon their face, an illegal rate of interest. The bonds were made and signed in Tennessee. The property was at Nashville, and the contracts made there. Therefore, I think the law and justice of the case is with us. Under the law, if the State can not be made liable upon the bonds, there is no liability against her. But there is no desire to make this question. We only wish a fair and equitable adjustment.

Upon the second proposition, permit me to say that the Memphis, Clarksville & Louisville Railroad, and the Edgefield & Kentucky road, were in the hands of receivers appointed under the internal improvement laws of Tennessee, at the time they were seized by the military authorities of the United States Government. Bridges were afterward destroyed, as well as other property, by the United States authorities, and rolling stock and other property removed and appropriated by the Government. And whether, as an original proposition, the companies of the State would or should recover anything from the United States Government, is not the question. The point is, that the State having already lost over \$3,000,000 by these roads, is it not right that the credit should be allowed as against such a demand as is now made against her? I think she ought. The claim is on file in the Department, well fortified by proof.

As to the third proposition, I must inform you that the Winchester & Alabama Railroad was in the hands of a receiver, under the internal improvement laws, at the time it was seized by the military authorities of the United States Government in 1863. This road was about thirty miles in length, and had been built only two or three years; the track was laid of the best English rail. The military authorities having but little use for the road, took up and removed the rails, crossties, etc., to another road, and used them during

the war, and they have never been returned, and no compensation allowed from any source. After the war, the General Assembly loaned the credit of the State to that road to purchase iron and relay their track, and to purchase rolling stock. The road has since been sold for \$300,000, and the State loses nearly \$1,000,000 entirely. But before the sale, the directors of the road filed their claim against the Government and proved it, and then assigned to the State, as a payment in part of their indebtedness to the State. You will find the claim, amounting to over \$300,000, in the proper Department.

I can see no good reason why this claim can not or should not be allowed.

To meet the objection urged by the Quartermaster General, I propose that an appeal be made to Congress for an enabling Act, and inclosed you have a hastily drawn bill, which I beg of you to reform (if you think necessary), and introduce at the opening of the session in December proximo, and press its passage.

You would render a great service to the State if you could get the matter adjusted, or rather secure legislation that would result in a speedy adjustment. I will either visit Washington or send an agent, if you think it necessary or desirable.

I have written very hastily and without much reflection. I feel sure, however, that all the important facts are furnished. Please write me your opinion, as well as the progress of the business.

Very respectfully, your obedient servant,

JNO. C. BROWN,  
*Governor.*

HON. HORACE MAYNARD,  
*Knoxville, Tennessee.*

QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., July 3, 1872. }

*Sir*—In reply to your letter of the 28th ultimo, I have to state that the State of Tennessee is indebted to the United States for rolling stock and railway material, purchased in 1865 for the Memphis, Clarksville & Louisville Railroad, in the sum of \$454,613.37; and for rolling stock and railway material, purchased for the Edgefield & Kentucky Railroad, \$170,481.81, making the total due July 1, 1872, \$625,095.18.

These debts were incurred by the receivers, for the State, of the respective roads: Mr. George T. Lewis being the purchaser, receiver, and purchasing for the Memphis, Clarksville & Louisville Railroad; and Mr. R. B. Cheatham being the receiver, and purchasing for the Edgefield & Kentucky Railroad. The property was sold the State for those roads, and to other roads in Tennessee and elsewhere, under the provisions and upon the conditions of executive orders of August 8 and October 14, 1865. Copies inclosed.

Bonds were executed by the Governor of the State, under the express authority of the Legislature thereof for the payment of the debts. Copies inclosed.

I inclose, as requested, statements of the accounts with the roads above named to July 1, 1872, showing the debts and credits.

The Memphis, Clarksville & Louisville Railroad has presented a claim against the United States for use of road and property taken and destroyed during the war, amounting to \$232,166.48. The Edgefield & Kentucky Railroad has presented no claim, but is understood to have one.

The claim of the Memphis, Clarksville & Louisville Railroad has been disallowed by this office for the reason that the road and property belonging to it were captured from a public enemy, and thereupon became the property of the United States, so as to relieve it from all charges for its use and destruction. See Acts of August 6, 1861, July 17, 1862, and March 12, 1863, and for the further reason that payment

for use of such property is prohibited by law. See Acts of July 4, 1864, and February 21, 1867, and Acts above named. The above furnishes, I believe, all the information specifically called for in relation to the two roads in your letter, but I desire to add that the debts are now more than four years past due, and yet no provision has been made, so far as this office is informed, for their payment. This Department is specifically charged by the Secretary of War with the collection of the amount due. The bonds also require payment to be made to the Quartermaster's Department. I shall, therefore, be pleased if the Governor will provide for the early payment of the debts. Papers have been prepared and submitted to the Attorney General for the purpose of instituting suit against the State to recover the amount.

One of the conditions upon which the property was sold, is that the postal earnings shall be applied to the liquidation of the debt. To carry it out the Postoffice Department requires that an agent shall be appointed by proper authority to give drafts or orders in favor of the Quartermaster's Department for the amount due and to become due. The requirement in the case of the Memphis, Clarksville & Louisville Railroad has been complied with, and credits properly made, but in the case of the Edgefield & Kentucky Railroad it has not been complied with since 1867; there is, therefore, four and one-half years' postal pay due that road uncredited. I suggest that the Governor designate some person as required by the inclosed circular for that purpose, and that the person so appointed give Major M. I. Ludington, Quartermaster United States Army, an order on the Postmaster General for the amount due (the amount need not be actually stated), that the same may be placed to the credit of the road.

There is due the United States from the McMinnville & Manchester Railroad Company \$70,332.86. Suit is pending against the company to recover the amount.

The United States have no claims against the State of

Tennessee except those mentioned above for purchases of railway material.

I shall be pleased to furnish you at any time any further information you may desire.

Very respectfully, your obedient servant,

*Quartermaster General, Brevet Major General U. S. Army.*

HON. ANDREW B. MARTIN,  
*Grand Central Hotel, New York City.*

RAILROAD INDEBTEDNESS, FORM E.

The Edgefield & Kentucky Railroad Company, in account with the United States, for railway material purchased under executive orders.

DR.

November 30, 1865, to purchases . . . . .	\$114,772 86
June 30, 1872, interest and expenses . . . . .	57,574 54
	<u>\$172,347 40</u>

CR.

October 18, 1867, by certified accounts . . . . .	\$287 12
November 25, 1867, by certified accounts . . . . .	21 56
January 28, 1868, by postoffice warrant . . . . .	846 22
February 6, 1868, by postoffice warrant . . . . .	360 00
October 26, 1867, by certified accounts . . . . .	16 60
December 5, 1867, by treasury award . . . . .	18 35
November 18, 1867, by treasury award . . . . .	315 74
	<u>1,865 59</u>
June 30, 1872, by balance . . . . .	\$170,481 81

QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., July 2, 1872. }

I certify that the foregoing statement is correct.

M. LUDINGTON,  
*Quartermaster United States Army.*



The Memphis, Clarksville & Louisville Railroad Company,  
in account with the United States, for railway material pur-  
chased under executive orders.

DR.

November 30, 1865, to purchases.....	\$336,932 36
June 30, 1872, interest and expenses.....	<u>164,890 99</u>
	\$501,823 35

CR.

May 10, 1867, by certified accounts .....	\$ 380 30
June 30, 1867, by certified accounts.....	52 74
October 18, 1867, by certified accounts .....	6 93
October 31, 1867, by cash.....	2,095 57
November 7, 1867, by certified accounts....	22 78
November 30, 1867, by cash .....	2,027 96
August 4, 1868, by postoffice warrant .....	11,201 43
February 10, 1869, by postoffice warrant...	2,963 26
February 10, 1869, by postoffice warrant...	100 00
January 6, 1868, by treasury award.....	8 20
July 22, 1868, by treasury award.....	4 10
June 13, 1868, by treasury warrant .....	3,973 18
May 5, 1869, by postoffice warrant.....	1,526 55
March 26, 1869, by cash.....	244 55
November 12, 1869, by postoffice warrant ..	3,073 42
February 2, 1870, by postoffice warrant....	1,536 71
May 26, 1870, by postoffice warrant.....	1,546 87
August 18, 1870, by postoffice warrant .....	1,546 87
October 31, 1870, by treasury warrant.....	180 84
August 31, 1871, by treasury award.....	280 22
May 31, 1872, by postoffice warrant.....	<u>14,437 50</u>
	47,209 98
June 20, 1872, by balance .....	<u>\$454,613 37</u>

QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., July 2, 1872. }

I certify that the foregoing statement is correct.

M. LUDINGTON,  
*Quartermaster United States Army.*

AN ACT  
TO INCORPORATE THE TENNESSEE & PACIFIC RAILROAD  
COMPANY.

. . . . .  
SECTION 57. *Be it further enacted*, That the Governor be, and he is hereby, authorized to execute a bond (for the purchase of railroad machinery, cars and all other material purchased for the use and benefit of the Memphis, Clarksville & Louisville Railroad and the Edgefield & Kentucky Railroad, from the United States Military Railroad Department, at Nashville) to the United States.

. . . . .  
SECTION 62. *Be it further enacted*, That this Act shall take effect from and after its passage.

Passed May 24, 1866.

WILLIAM HEISKELL,  
*Speaker of the House of Representatives.*

\_\_\_\_\_  
*Speaker of the Senate.*

I, Andrew J. Fletcher, Secretary of State of the State of Tennessee, do certify that the foregoing is a copy of so much of an Act of the General Assembly of Tennessee, passed May 24, 1866, as relates to the execution of a bond by the Governor to the United States for railroad material, the original of which is now on file in the Clerk of the Senate's office, not signed by the Speaker of the Senate, but is now the law.

*In testimony whereof*, I have hereunto subscribed my official signature, and by order of the Governor affixed the great seal of the State of Tennessee, at the Department, in the city of Nashville, this 5th day of June, A. D., 1866.

[SEAL.]

A. J. FLETCHER,  
*Secretary of State.*

True copy.

M. LUDINGTON,  
*Brevet Lieut. Col. and Quartermaster United States Army.*

BOND.

*Know all Men by these Presents:*

That the State of Tennessee, by the Act of the Legislature of the State hereto attached, and made part hereof by William G. Brownlow, Governor of the State, for and in behalf of the said State of Tennessee, does hereby acknowledge itself held and firmly bound unto the United States of America, in the full and just sum of \$94,142.85, with interest thereon, at the rate of 7.3 per cent per annum, from November 30, 1865, lawful money of the United States, for which payment, well and truly to be made to the Disbursing Quartermaster of the United States Military Railroads, at his office in Nashville, or to such other Disbursing Quartermaster as may be designated by the War Department, within two years from the 30th day of November, A. D. 1865, the said State of Tennessee, by its Governor, hereby binds itself and its successors firmly by these presents.

Sealed with its great seal, attested by the signature of its Governor, and affixed by the express authority of the Legislature, this 1st day of June, in the year of our Lord 1866.

The nature of the above obligation is such that, whereas, the above bounden State of Tennessee has purchased and received from the War Department of the United States (for the use of the Edgefield & Kentucky Railroad) rolling stock, iron rails, crossties, chairs, spikes, timber and other material for repairing and operating said road, in quantities, at prices and to an amount and value which shall be evidenced by the receipts given for the same by R. B. Cheatham, receiver on the part of the State of Tennessee, to the proper officer of the War Department, upon a credit of two years from the 30th day of November, A. D. 1865, payable in equal monthly installments, with interest, at the rate of 7.3 per cent per annum, within the said two years, either in cash to the Disbursing Quartermaster of the United States Military Railroads, at his office in Nashville, or to such other Disbursing Quarter-

master as may be designated by the War Department for this purpose, or in transportation of the troops or military supplies of the United States, under the orders of the proper military authorities, at the rates of fare and tolls allowed for such service to northern railroads; and

WHEREAS, The said State of Tennessee desires, and by these presents intends to secure to the United States, the complete and punctual payment, as aforesaid, of the amounts which may be due for the said materials received by it from the United States; and

WHEREAS, No payments have been made, up to the date of these presents, although large sums are due, in accordance with the terms of purchase of the materials aforesaid;

Now, therefore, if the said State of Tennessee shall well and truly pay to the United States of America as aforesaid, within thirty days from the date of these presents, all arrears of interest and installments due the United States upon the date hereof, to wit, the sum of twenty-six thousand nine hundred and sixty-two dollars and fifty-four cents, and shall thereafter pay in equal monthly installments, either in cash or in transportation as aforesaid, to the United States, within two years from November 30, A. D. one thousand eight hundred and sixty-five, then this obligation shall be void and of no effect. But if the said State of Tennessee shall fail to pay to the United States all or any portion of what may be due to the United States on account of the said materials received from the United States, within two years from November 30, A. D. one thousand eight hundred and sixty-five, either in cash as aforesaid, or in transportation as aforesaid, or shall fail to pay any of the monthly installments aforesaid punctually when due, then this obligation shall remain in full force and effect to the extent that may be necessary to fully repay to the United States for the full amount which may be due on account of the said materials so received as aforesaid, and all loss or damage which may have been incurred by the United States, by reason of the failure of the said State of

Tennessee to pay for the same what shall be due therefor, when the same shall be due.

And, as a further security for such payment and indemnity to the United States, the United States shall have a lien upon the property sold to said State of Tennessee, and in default of such complete and punctual payment of all moneys which may be due on account of the aforesaid purchase of materials, be fully authorized to take possession of and sell said property, and also to place in charge and control of the said Edgefield & Kentucky Railroad an agent of the said United States, who shall be fully empowered, and by these presents is fully empowered, in case of such default as aforesaid, to collect all the revenues of the said railroad, and apply the same to the payment to the United States of all the moneys which shall be due at the times of such application of such revenues to the United States for any such material which shall have been delivered by the United States to the said State of Tennessee for the use of said railroad, or by reason of any loss or injury to the United States, resulting from such default in the payment of the same. And the said State of Tennessee shall have no authority to sell or convey out of its possession, without the consent of the United States, first in writing obtained, any of the property referred to in this agreement, but shall hold and retain the same to the exclusive use of said Edgefield & Kentucky Railroad, in carrying on the business of transportation of persons and property over its line of road, until the whole is fully paid for as aforesaid.

*In witness whereof*, the great seal of said State of Tennessee is affixed hereto by authority of its Legislature, and attested by its Governor.

WILLIAM G. BROWNLOW,  
*Governor State of Tennessee.*

[SEAL.]

Witness: A. J. FLETCHER,  
*Secretary of State.*

*Know all Men by these Presents:*

That the State of Tennessee, by the Act of the Legislature of the State hereto attached and made part hereof by W. G. Brownlow, Governor of the State, for and in behalf of said State of Tennessee, does hereby acknowledge itself indebted and firmly bound with the United States of America, in the full and just sum of three hundred and thirty-seven thousand nine hundred and ninety-three dollars and seventy-two cents, with interest thereon, at the rate of 7.3 per cent per annum, from November 30th, eighteen hundred and sixty-five, lawful money of the United States, for which payment, well and truly to be made to the Disbursing Quartermaster of the United States Military Railroads, at his office in Nashville, or to such other Disbursing Quartermaster as may be designated by the War Department, within two years from the thirtieth day of November, A. D. eighteen hundred and sixty-five, the said State of Tennessee, by its Governor, hereby binds itself and its successors firmly by these presents, sealed with its great seal, attested by the signature of the Governor, and affixed by the express authority of the Legislature, this first day of June, in the year of our Lord one thousand eight hundred and sixty-six.

The nature of the above obligation is such that, whereas the above bounden State of Tennessee has purchased and received from the War Department of the United States, for the use of the Memphis, Clarksville & Louisville Railroad, rolling stock, iron rails, crossties, chairs, spikes, timbers, and other material for repairing and operating said railroad, in quantity at prices, and to an amount and value which shall be evidenced by the receipts given for the same by George T. Lewis, Receiver on the part of the State of Tennessee, to the proper officer of the War Department, upon a credit of two years from the thirtieth (30) day of November, A. D. eighteen hundred and sixty-five, payable in equal monthly installments with interest, at the rate of 7.3 per cent per annum within the said two years, either in cash to the Dis-



bursing Officer or Quartermaster of the United States Military Railroads, at his office in Nashville, or to such other Disbursing Quartermaster as may be designated by the War Department for this purpose, or in transportation of the troops or military supplies of the United States, under the orders of the proper military authorities, at the rates of fare and tolls allowed for such service to Northern railroads; and,

WHEREAS, The said State of Tennessee desires, and by these presents intends, to secure to the United States the complete and punctual payment as aforesaid of the amounts which may be due for the said material received by it from the United States; and,

WHEREAS, No payments have been made up to the date of these presents, although large sums are due in accordance with the terms of purchase of the materials aforesaid;

Now, therefore, if the State of Tennessee shall well and truly pay to the United States of America as aforesaid, either in cash or in transportation as aforesaid, within thirty (30) days from the date of these presents, all arrears of interest and installments due the United States upon the date hereof, to wit, the sum of ninety-six thousand eight hundred and one dollars and forty-four cents (\$96,801.44), and shall thereafter pay in equal monthly installments, either in cash or in transportation, as aforesaid, to the United States, within two years from November thirtieth, A. D. eighteen hundred and sixty-five, then this obligation to be void and of no effect.

But if the said State of Tennessee shall fail to pay to the United States, all or any portion of what may be due to the United States on account of the said materials received from the United States within two years from November thirtieth, A. D. eighteen hundred and sixty-five, either in cash as aforesaid or in transportation as aforesaid, or shall fail to pay any of the monthly installments aforesaid punctually when due, then this obligation shall remain in full force and effect to the extent that may be necessary to fully repay to the United States for the full amount which may be due on account of

the said materials so received as aforesaid; and all loss or damage which may have been incurred by the United States, by reason of the failure of the State of Tennessee to pay for the same, what shall be due therefor, when the same shall be due, and as a further security for such payment and indemnity to the United States, the United States shall have a lien upon the property sold to said State of Tennessee, and in default of such complete and punctual payment of all moneys which may be due on account of the aforesaid purchase of materials, be fully authorized to take possession of and sell said property, and also to place in charge and control of the said Memphis, Clarksville & Louisville Railroad an agent of the said United States, who shall be fully empowered, and by these presents is fully empowered, in case of such default as aforesaid, to collect all the revenues of the said railroad, and apply the same to the payment to the United States of all the moneys which shall be due at the times of such application of such revenues to the United States for any such materials which shall have been delivered by the United States to the said State of Tennessee for the use of said railroad, or by reason of any loss or injury to the United States, resulting from such default in the payment of the same. And the said State of Tennessee shall have no authority to sell or convey out of its possession, without the consent of the United States first in writing obtained, any of the property referred to in this agreement, but shall hold and retain the same to the exclusive use of said Memphis, Clarksville & Louisville Railroad in carrying on the business of transportation of persons and property over its line of road until the whole is fully paid as aforesaid.

*In witness whereof*, the great seal of said State of Tennessee is affixed hereto by authority of its Legislature, and attested by its Governor.

WILLIAM G. BROWNLOW,  
*Governor State of Tennessee.*

Witness: A. J. FLETCHER,  
*Secretary of State.*

*Know all Men by these Presents :*

That the State of Tennessee, by the Act of the Legislature of the State hereto attached and made part hereof, by W. G. Brownlow, Governor of said State, for and in behalf of said State of Tennessee, does hereby acknowledge itself indebted and firmly bound with the United States of America, in the full and just sum of \$21,661.73, with interest thereon at the rate of 7.3 per cent per annum, from February 28, 1866, lawful money of the United States, for which payment, well and truly to be made to the Disbursing Quartermaster of the United States Military Railroads, at his office in Nashville, or to such other Disbursing Quartermaster as may be designated by the War Department, within two years from the 28th day of February, A. D. 1866, the said State of Tennessee, by its Governor, hereby binds itself and its successors firmly by these presents. Sealed with its great seal, and attested by the signature of its Governor, affixed by the express authority of the Legislature, this the 1st day of June, 1866. The nature of the above obligation is such, that whereas the above bounden State of Tennessee has purchased and received from the War Department of the United States, for the use of the Edgefield & Kentucky Railroad, rolling stock, iron rails, crossties, chairs, spikes, timber and other materials for repairing and operating said railroad, in quantities, at prices, and to an amount and value which shall be evidenced by the receipts given for the same by R. B. Cheatham, receiver on the part of the State of Tennessee, to the proper officer of the War Department, upon a credit of two years, from the 28th day of February, A. D. 1866, payable in equal monthly installments, with interest, at the rate of 7.3 per cent per annum, within the said two years, either in cash to the Disbursing officer, Quartermaster of the United States Military Railroads, at his office in Nashville, or to such other Disbursing Quartermaster as may be designated by the War Department for this purpose, or in transportation of the troops or military supplies of the United States, under the orders of

the proper military authorities, at the rates of fare and tolls allowed for such service to Northern railroads; and,

WHEREAS, The said State of Tennessee desires, and by these presents intends, to secure to the United States, the complete and punctual payment as aforesaid, of the amounts which may be due for the said materials, received by it from the United States; and,

WHEREAS, No payments have been made up to the date of these presents, although large sums are due in accordance with the terms of purchase of the materials aforesaid;

Now, therefore, if the State of Tennessee shall well and truly pay to the United States of America, as aforesaid, either in cash or in transportation, as aforesaid, within thirty days from the date of these presents, all arrears of interest and installments due the United States upon the date hereof, to wit, the sum of \$3,106.31, and shall thereafter pay, in equal monthly installments, either in cash or in transportation, as aforesaid, to the United States, within two years from February 28, A. D. 1866, then this obligation shall be void and of no effect.

But if the said State of Tennessee shall fail to pay to the United States all or any portion of what may be due to the United States on account of the said materials received from the United States, within two years from February 28, A. D. 1866, either in cash or in transportation, as aforesaid, or shall fail to pay any of the monthly installments aforesaid, punctually when due, then this obligation shall remain in full force and effect, to the extent that may be necessary to fully repay to the United States for the full amount which may be due on account of the said materials so received as aforesaid, and all loss or damage which may have been incurred by the United States, by reason of the failure of the State of Tennessee to pay for the same—what shall be due thereon and therefor when the same shall be due; and as a further security for such payment and indemnity to the United States, the United States shall have a lien upon the property sold to said

State of Tennessee, and in default of such complete and punctual payment of all moneys, which may be due on account of the aforesaid purchase of materials, be fully authorized to take possession of and sell such property, and also to place in charge and control of the said Edgefield & Kentucky Railroad an agent of the said United States, who shall be fully empowered, and by these presents is fully empowered, in case of such default as aforesaid, to collect all the revenues of the said railroad, and apply the same to the payment to the United States of all the moneys which shall be due at the time of such application of such revenues to the United States, for any such materials which shall have been delivered by the United States to the said State of Tennessee, for the use of said railroad, or by reason of any loss or injury to the United States, resulting from such default in payment of the same; and the said State of Tennessee shall have no authority to sell or convey out of its possession, without the consent of the United States first in writing obtained, any of the property referred to in this agreement, but shall hold and retain the same to the exclusive use of said Edgefield & Kentucky Railroad, in carrying on the business of transportation of persons and property over its lines of road, until the whole is fully paid for as aforesaid.

*In witness whereof*, the great seal of said State of Tennessee is affixed hereto by authority of its Legislature, and attested by its Governor.

WILLIAM G. BROWNLOW,  
*Governor State of Tennessee.*

[SEAL.]

Witness: A. J. FLETCHER,  
*Secretary of State.*



QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., Sept. 28, 1865. }  
GENERAL ORDERS }  
No. 56. }

The following order, by the President of the United States, in relation to the relinquishment of the Government's control over all railroads in the State of Tennessee, and their continuations in adjoining States, now occupied by the United States military authorities, and no longer needed for military purposes, is published for the information of all officers and agents of the Quartermaster's Department.

M. C. MEIGS,  
*Brevet Major General, U. S. A., Quartermaster General.*

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WAR DEPARTMENT, }  
WASHINGTON, D. C., August 8, 1865. }

*Major General George H. Thomas, Commanding Military Division of Tennessee, Nashville, Tenn.:*

GENERAL—It having been determined by the Government to relinquish control over all railroads in the State of Tennessee, and their continuations in adjoining States, that have been in charge of, and are now occupied by, the United States military authorities, and no longer needed for military purposes, you are hereby authorized and directed to turn over the same to the respective owners thereof, at as early a date as practicable, causing, in all cases of transfer as aforesaid, the following regulations to be observed and carried out:

1. Each and every company will be required to reorganize and elect a Board of Directors, whose loyalty shall be established to your satisfaction.

2. You will cause to be made out in triplicate, by such person or persons as you may indicate, a complete inventory of the rolling stock, tools, and other materials and property on each road.



3. Separate inventories will be, in the same manner, made of the rolling stock and other property originally belonging to each of said roads, and that furnished by and belonging to the Government.

4. Each company will be required to give bonds satisfactory to the Government that they will, in twelve months from the date of transfer as aforesaid, or such other reasonable time as may be agreed upon, pay a fair valuation for the Government property turned over to said companies, the same being first appraised by competent and disinterested parties at a fair valuation, the United States reserving all Government dues for carrying mails, and other services performed by each company, until said obligations are paid; and if, at the maturity of said debt, the amount of Government dues, retained as aforesaid, does not liquidate the same, the balance is to be paid by the company in money.

5. Tabular statements will be made of all expenditures by the Government for repairing each road, with a full statement of receipts from private freights, passage, and other sources; also a full statement of all transportation performed on Government account, giving the number of persons transported, and amount of freight, and the distance carried in each case, all of said reports or tabular statements to be made in triplicate, one each for the Secretary of War, the Military Headquarters of the Department, and the railroad company.

6. All railroads in Tennessee will be required to pay all arrearages of interest due on the bonds issued by that State, prior to the date of its pretended secession from the Union, to aid in the construction of said roads, before any dividends are declared or paid to the stockholders thereof.

7. Buildings erected for Government purposes on the line of railroads, and not valuable or useful for the business of said companies, should not form a legitimate charge against such companies; nor should they be charged for rebuilding

houses, bridges, or other structures which were destroyed by the Federal army.

8. You are authorized to give any orders to Quartermasters within your Division, which you may deem necessary to carry into execution this order.

By order of the President.

EDWIN M. STANTON,  
*Secretary of War.*

QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., October 23, 1865. }  
GENERAL ORDERS }  
No. 62. }

The following order, by the President of the United States, in relation to executive order of August 8, 1865, extending the provisions and benefits of the same to all railroads, within the limits of the Military Division of the Tennessee, desiring to purchase railroad rolling stock and material from the United States, for the purpose of repairing the losses of the war, is published for the information of all officers and agents of the Quartermaster's Department.

M. C. MEIGS,  
*Brevet Major General U. S. A., Quartermaster General.*

WAR DEPARTMENT, }  
WASHINGTON, D. C., October 14, 1865. }

*Major General George H. Thomas, Commanding Military Division of the Tennessee, Headquarters Nashville, Tenn.:*

GENERAL—The provisions and benefits of the executive order of August 8 are hereby extended to all railroads within the limits of your command desiring to purchase railroad rolling stock and material from the United States, for the purpose of repairing the losses of the war.

You are also authorized to direct the sale to any such railroads, of rolling stock, now within the limits of your command, and not needed by the United States for actual use, upon the following conditions, if they are preferred to the terms of the order of August 8, and the individual security required by you under that order.

You will take care that this property is distributed among the several roads according to their actual needs, and that none is sold to any railroad in excess of the reasonable requirements of its business, or to be used for purposes of speculation, sale or hire to other roads.

You will require from all such railroad companies satisfactory bonds, in the form herewith inclosed, binding them to the payment to the United States of the full appraised value of the property sold to them, in equal monthly installments, with interest at the rate of seven and three-tenths per cent per annum, within two years, credit being allowed to them, on the first of each month, for any service of military transportation rendered by them during the preceding month, at the established rates now allowed to Northern railroads for such service.

Full reports of all sales under this order will be made to the War Department, from time to time, as required by existing orders.

The serviceable railroad iron in possession of the Quartermaster's Department at Chattanooga and Nashville is excepted. It will be sold only for cash at the prices fixed by the War Department.

By order of the President.

EDWIN M. STANTON,  
*Secretary of War.*

BOND.

*Know all men by these presents:* That the.....  
Railroad Company, duly incorporated by the Act of the  
.....of the State of.....  
by.....its President, acting for and in  
behalf of said Railroad Company, do hereby acknowledge itself  
and its successors held and firmly bound unto the UNITED  
STATES OF AMERICA, in the full and just sum of.....  
Dollars, lawful money of the United States, for which pay-  
ment, well and truly to be made, to the Disbursing Quarter-  
master of the United States Military Railroads, at his office  
in Nashville, or to such other Disbursing Quartermaster as  
may be designated by the War Department, within two years  
from the date of these presents, the said Railroad Company,  
by its President, hereby binds itself and its successors, firmly  
by these presents:

Sealed with its corporate seal, attested by the signature  
of its President, and affixed by the express authority of its  
Directors, this.....day of....., in the year of our  
Lord one thousand eight hundred and sixty-.....(186..).

*The nature of the above obligation is such that, whereas,*  
The above bounden Railroad Company has purchased and  
received, or shall receive, from the War Department of the  
United States, rolling stock, iron rails, crossties, chairs,  
spikes, timber and other materials for repairing and operat-  
ing its railroad, in quantities, at prices, and to an amount  
and value which shall be evidenced by the receipts given for  
the same by the said Railroad Company to the proper officer  
of the said War Department, upon a credit of two years from  
the date of these presents, payable in equal monthly install-  
ments, with interest, at the rate of seven and three-tenths  
per cent per annum, within the said two years, either in cash  
to the Disbursing Quartermaster of the United States Mili-  
tary Railroads, at his office in Nashville, or to such other  
Disbursing Quartermaster as may be designated for this pur-

pose by the War Department, or in transportation of the troops or military supplies of the United States, under the orders of the proper military authorities, at the rates of fare and tolls allowed for such service to Northern railroads; and,

WHEREAS, The said Railroad Company desires, and by these presents intends, to secure to the United States the complete and punctual payment as aforesaid, of the amounts which may be due for the said materials, received or to be received by it from the United States:

Now, therefore, if the said Railroad Company shall well and truly pay as aforesaid, either in cash, in equal monthly installments, or in transportation as aforesaid, to the United States within two years from the date of these presents, all that shall be due as aforesaid to the United States on account and in payment for all the materials received, as aforesaid, from the United States, then this obligation shall be void and of no effect.

But if the said Railroad Company shall fail to pay to the United States all or any portion of what may be due to the United States, on account of the said materials received from the United States, within two years from the date of these presents, either in cash as aforesaid, or in transportation as aforesaid, or shall fail to pay any of the monthly installments aforesaid punctually when due, then this obligation shall remain in full force and effect to the extent that may be necessary to fully repay to the United States for the full amount which may be due on account of the said materials so received as aforesaid, and all loss or damage which may have been incurred by the United States, by reason of the said Railroad Company's failure to pay for the same what shall be due therefor, when the same shall be due; and,

As a further security for such payment and indemnity to the United States, the United States shall have a lien upon the property sold to said Company, and in default of such complete and punctual payment of all moneys which may be due on account of the aforesaid purchase of materials, be

fully authorized to take possession of and sell said property, and also to place in charge and control of said Company's railroad an agent of the said United States, who shall be fully empowered, and by these presents is fully empowered, in case of such default aforesaid, to collect all the revenues of the said Company, and apply the same to the payment to the United States of all the moneys which shall be due at the times of such application of such revenues to the United States, for any materials which shall have been delivered by the United States to the said Railroad Company, or by reason of any loss or injury to the United States resulting from such default in payment of the same. And the said Company shall have no authority to sell or convey out of its possession, without the consent of the United States first, in writing, obtained, any of the property referred to in this agreement; but shall hold and retain the same to the exclusive use of said Company in carrying on the business of transportation of persons and property over its line of road, until the whole is fully paid for as aforesaid.

*In witness whereof*, the corporate seal of said Railroad Company is affixed hereto, by authority of its directors, and attested by its President.

Witness: \_\_\_\_\_

NOTE—The amount of this bond to be double the valuation of the property, sold and delivered. Internal revenue stamps should be affixed, to the amount of fifty cents for every thousand dollars.

\_\_\_\_\_  
FORTY-SECOND CONGRESS, THIRD SESSION, HOUSE OF REPRESENTATIVES—MISCELLANEOUS DOCUMENT NO. 4—HOUSE RESOLUTION NO. 3000.

\_\_\_\_\_  
*December 3, 1872*—Read twice, referred to the Committee on the Judiciary, and ordered to be printed.



Mr. Maynard, on leave, introduced the following bill:

A BILL

FOR THE RELIEF OF THE STATE OF TENNESSEE.

WHEREAS, The Government of the United States holds three bonds, signed by the Governor of the State of Tennessee, dated the first day of June, eighteen hundred and sixty-six, one for three hundred and thirty-seven thousand nine hundred and ninety-three dollars and seventy-three cents; another for ninety-four thousand one hundred and forty-two dollars and eighty-five cents; and the other for twenty-one thousand six hundred and sixty-one dollars and seventy-three cents, all bearing interest at the rate of seven and three-tenths per centum per annum, and payable to the United States of America, for property and railway material purchased by the Edgefield & Kentucky and the Memphis, Clarksville & Louisville Railroads, and all of them entitled to credits for certain mail service which is not in dispute; and

WHEREAS, The State of Tennessee claims an abatement in the amount of said bonds, and alleges as a reason therefor that the property was purchased by receivers in charge of said roads for the use and benefit of the companies then owning them, and at extravagant prices, and said State, after the property was placed in the possession of the companies, executed the bonds aforesaid to prevent the stopping of said roads by a seizure and removal of the rolling stock from said roads by the officers and agents of the United States Government; and that, inasmuch as said companies are utterly insolvent, and unable to pay any part of said bonds, that the State should only be charged with the actual value of the property at the date of the sale; and said State also claims credit by the value of bridges and other property of said roads destroyed while run by the United States Government; and

WHEREAS, The State of Tennessee claims other credits by

railroad iron, spikes, cars, ties and other property taken from the Winchester & Alabama Railroad in eighteen hundred and sixty-three, used and appropriated by the United States Government; therefore,

*Be it enacted by the Senate and House of Representatives of the United States in Congress assembled,* That the Quartermaster General of the United States be, and he is hereby, authorized and directed and required to settle with the State of Tennessee all demands between said State and the United States Government in any of its departments; and, in doing so, he will only charge said State with the actual value of the property for which said bonds were given at the date of purchase, that value to be ascertained by proof or by the agreement of said officers and the agents of said State.

SEC. 2. That he will also credit said bonds with all property of the Memphis, Clarksville & Louisville Railroad and the Edgefield & Kentucky road, destroyed and not replaced and restored by the United States Government.

SEC. 3. That the said Quartermaster General will also allow the State of Tennessee the actual value of all rails, crossties, spikes, chairs and other railway material actually removed by the United States Government from the Winchester & Alabama Railroad, and not afterward restored and replaced.

SEC. 4. That such claims as may thus be established in favor of said State will be applied as a credit on said bonds, without interest, at the date of said bonds.

*[Tennessee House Journal and Appendix, 1873.]*

### **Message of Gov. John C. Brown, 1875.**

The attention of the Thirty-seventh General Assembly, at its session in March, 1872, was called to the indebtedness of Tennessee to the United States Government, created in 1866, for railway material purchased for the Memphis, Clarksville & Louisville Railroad and the Edgefield & Kentucky Railroad,

by the respective companies owning said roads and assumed by the State.

By Act, approved April 1, 1872, Chapter 13, the Governor was directed to effect a settlement of mutual demands. I reported to the Thirty-eighth General Assembly that it had been ascertained by applying to the heads of proper departments at Washington, that the credits and effects claimed by the State of Tennessee, could not, under existing laws, be allowed, and that friendly congressional legislation was necessary. Accordingly, at my instance, a bill was introduced in the House of Representatives, providing for a just and equitable settlement, which was reported to the Thirty-eighth General Assembly, with all the correspondence on the subject, and will be found in the journal of that session. Since that time I have visited Washington twice to promote its passage. The bill, in a modified form, passed the House, and after two readings in the Senate, was referred to the Judiciary Committee, who have made no report.

The passage of the bill is of great importance to the State in her present financial condition, and I recommend that provision be made for appointing an agent to promote this desired result and to superintend the settlement of accounts after the legislation is secured.

It is proper to add that suit had been ordered on these bonds, but upon application to the proper Department the orders were suspended until the result of congressional action could be known. The bonds bear interest upon their face for 7.3 per cent per annum, although the Act directing their execution is silent upon that question, and at their date there was no conventional interest law in Tennessee.

The contracts were made and the bonds executed in the city of Nashville.

[*Tennessee House Journal, 1875, pages 27, 28.*]

**Message of Gov. James D. Porter, 1879.**

Under the authority of the Act of May 14, 1866, Gov. W. G. Brownlow executed and delivered three bonds, dated June 1, 1866, in favor of the United States, one for \$337,993.73, another for \$94,142.85, and the other for \$21,661.73, all due in two years and bearing interest from date at the rate of 7.3 per cent per annum for property and railway material sold to the Edgefield & Kentucky Railroad and the Memphis, Clarksville & Louisville Railroad. Upon a demand for a payment of these bonds, my immediate predecessor, Gov. John C. Brown, insisted upon an abatement of the price of the material to its actual value, also for a credit for the value of the bridges and other property of these roads destroyed by Federal authority, and for a credit for the value of the rails and crossties removed from the Winchester & Alabama Railroad by Federal authority. The Thirty-seventh General Assembly authorized Governor Brown to settle these mutual demands, but the adjustments were refused and the credits denied by the auditing office of the Federal Government. An appeal without effect was then made to Congress to authorize the settlement.

The Federal authorities have several times during my official terms of office appealed to me for a settlement of our debt without considering the credits claimed by the State, and upon a recent repetition of this demand I placed the record in the hands of Senator Harris, with the request that he would endeavor to secure legislation that would authorize an adjustment of the controversy.

[*Tennessee Senate Appendix, 1879, page 24.*]

**Extract from Message of Gov. A. S. Marks,  
January 17, 1879.**

The geographical position of Tennessee made her soil the theater of active military operations from the beginning to the close of the war. The blight of war which fell upon Tennessee is without parallel in modern times. For years her courts were closed, her laws abrogated, her people left without protection, the arts of peace abandoned, and her accumulated wealth, banking capital and currency annihilated; licensed murder, arson, robbery and pillage filled the land with terror, want and suffering. The general government seized and appropriated to its use the crops and stock of the noncombatant citizens without compensation. It occupied and used all property belonging to the State, and all upon which it had a lien for the security of public creditors. It made the State capitol a military fortress. It converted the asylum and university buildings into military hospitals and barracks, and wantonly destroying a part of them, it seriously damaged them all. It filled the penitentiary with its prisoners. It destroyed the turnpikes and plank roads in its military use. It stripped the branch railroads of their iron and appropriated it to its own use. It operated the main lines of railroads from the beginning of 1862 to the close of 1865 and appropriated all the profits.

The first utterance of the Governor and Comptroller in 1865, exhibited clearly that the rights of the taxpayer and the obligations of the general government were appreciated. In discussing the duty of the general government to pay the interest which had accumulated during the war upon the railroad bonds, the Governor said: "As the war is for the benefit of the whole nation, it is not believed that the general government intends that Tennessee shall pay more than her just proportion of the war debt." The Comptroller,

after reciting the fact that the general government in 1862 took possession of and were still using the roads of the State except the L. & N. Railroad, said: "That the general government will pay the State for the use of the roads a sum adequate to meet the interest on the bonds we can not doubt." The Governor recommended but two measures of relief. The first was to repudiate all bonds held by rebels, and the last to have the general government to pay its debt to the State.

[*Appendix to Senate Journal, Tennessee, pages 7, 8.*]

**Extracts from the Message of Governor Alvin Hawkins to the Legislature of Tennessee, April 5, 1881.**

I have the honor to transmit herewith for your consideration and such action as you may deem proper, a communication from the Quartermaster General of the United States Army, touching the claim of the United States against the State. I am advised that, in 1865, receivers appointed by the Governor, on the Edgefield & Kentucky and the Memphis, Clarksville & Louisville Railroads, under the statute authorizing the Governor to appoint receivers on defaulting railroads, purchased from the United States Government, rolling stock, etc., for the benefit of said roads, as follows, to wit:

For the Edgefield & Kentucky road, estimated at \$114,772.86, and for the Memphis, Clarksville & Louisville road, estimated at \$336,932.36, for the payment of which, under a special Act of the Legislature, the Governor in 1866 executed the obligations, or bonds of the State, due at two years, bearing interest at the rate of 7.3 per cent per annum, on which payments amounting to \$2,137.88 have been made. I am advised further that said property was not worth more than one-half the estimated value thereof at the date of purchase. It is therefore believed that the State is justly entitled



to certain offsets against so much of said demand as may be justly due on account of said purchases.

By an Act passed March 30, 1872, by the General Assembly of the State, the Executive of the State was empowered to settle the mutual demands between the State and general government growing out of railroad claims. It appears no such settlement has been had, for the reason no law has been enacted by Congress authorizing or permitting such credits as are claimed by the State.

I therefore earnestly recommend that steps be taken to procure, at an early day as practicable, such legislation by the Congress of the United States as may be necessary to authorize the government to make such settlement with the State as may be in accordance with the principles of justice.

ALVIN HAWKINS,  
*Governor.*

WAR DEPARTMENT, QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., January 27, 1881. }

*To his Excellency the Governor of Tennessee, Nashville, Tenn. :*

SIR—In 1865, at the close of the rebellion, the State of Tennessee purchased of the United States rolling stock and railway material for the use and benefit of the Edgefield & Kentucky Railroad, of the value of \$114,772.86, and for the benefit of the Memphis, Clarksville & Louisville Railroad, of the value of \$336,932.36, and under special Act of the Legislature of said State, gave bonds in double the value of the property purchased for the payment of the debt within two years, with interest at the rate of 7.3 per cent per annum. The payments on these debts, to date, aggregate \$2,137.88 and \$71,013.44, respectively.

No payments are being made on these debts at the present time, and they are increasing by accumulation of interest. Your attention is invited to this matter, with request that you inform this office if you can not make arrangements to pay the debt at an early day, and if you can not do so, that

you submit the matter to the Legislature now in session and request it to provide the necessary funds for their payment.

I am, most respectfully, your obedient servant,

M. C. MEIGS,

*Quartermaster General, Brevet Major General U. S. Army.*

[*House Journal, 1881, pages 943-44.*]

**Decree of the Circuit Court of the United States,  
Middle District of Tennessee.**

THE UNITED STATES *vs.* McMINNVILLE & MANCHESTER RAILROAD COMPANY, NASHVILLE, CHATTANOOGA & ST. LOUIS RAILROAD COMPANY, MEMPHIS & CHARLESTON RAILROAD COMPANY.

*Be it remembered*, that this cause came to be heard on the first day of November, 1882, before the Honorable D. M. Key, Judge, etc., presiding upon the pleadings, proof and exhibits in the cause, when, it appearing that the McMinnville & Manchester Railroad Company did, through and by its President, P. H. Marbury, on the fourteenth day of February, 1866, execute its bond to the United States in the penal sum of \$40,620.00; and that said McMinnville & Manchester Railroad Company did, also through and by its said President, P. H. Marbury, of the 6th of June, 1866, execute its bond to the United States in the penal sum of \$52,397.00; that both of said bonds were executed to the United States for material furnished to said Company with which to repair and equip said road, the first named bond being executed for such material, consisting of rolling stock, crossties, chairs, and spikes, timber and other material, amounting in value, by estimate, to the sum of \$20,310.00; and the bond mentioned above in the second place being executed for material for the like purpose, and consisting of iron rails, estimated to be worth \$26,198.54; that all of said rolling stock, iron rails, crossties, chairs, spikes, timber and other materials was

received as aforesaid by the McMinnville & Manchester Railroad Company from the United States, under and by virtue of the purchases as aforesaid, and used by said Company in the repair and equipment of its said road, the rolling stock being used for transportation of freight and passengers on its road, and the iron rails being lain down on and attached to the crossties and roadbed; that by the terms and express provisions set forth upon the face of each of said bonds, a lien was expressly retained in favor of the United States upon the property so sold, the same being mentioned in the said bonds, respectively.

It further appears that in the year 1871 the State of Tennessee filed its bill of complaint in the Chancery Court of Davidson County, Tennessee, against the said McMinnville & Manchester Railroad Company and others, charging that the said Company was insolvent, and that it was indebted to the State of Tennessee in an amount exceeding one and three-quarter millions for bonds of the State advanced on which money was procured to construct said road, and claiming a lien on the entire road and equipments; that under this proceeding said road, with all its equipments, was sold, including the material so furnished, and sold to said Company as aforesaid by the United States, or a portion of it still remaining in the possession of said Company; that through arrangements made and entered into between certain commissioners, Hickerson, Bell and Gill, representing and acting for the McMinnville & Manchester Railroad Company, and Wicks and Donegan, representing and acting for the Memphis & Charleston Railroad Company, the said Memphis & Charleston Railroad Company became the purchaser of the said McMinnville & Manchester Railroad Company, including the road and all its equipments, with full knowledge at the time of said purchase, on the part of the said Memphis & Charleston Railroad Company, of the lien of the United States aforesaid on the material so sold and furnished to the McMinnville & Manchester Railroad Company; that said purchase so made by

said Memphis & Charleston Railroad Company was made under the sanction of said Chancery Court, and was adopted as a mode of effecting the sale prayed for in the said bill of the State of Tennessee, and said sale so made to the Memphis & Charleston Railroad Company was confirmed by decree of said Chancery Court in said cause; that said Memphis & Charleston Railroad Company, in the manner aforesaid, became the purchaser and went into possession of all or a portion of the said material bought as aforesaid from the United States by the McMinnville & Manchester Railroad Company with actual notice of the said lien of the United States at the time of its said purchase.

It further appears that thereafter and since the commencement of and during the pendency of the present suit, the Nashville, Chattanooga & St. Louis Railroad Company purchased the said McMinnville & Manchester Railroad with all its equipments, including rolling stock, iron rails, etc., from the Memphis & Charleston Railroad Company, and went into and still holds possession of the same.

It further appears that a further stipulation in each of the said bonds hereinbefore alluded to is that the respective amounts mentioned therein, respectively, were to be paid within two years from the dates of said bonds, respectively, and that a credit should be allowed from the transportation of the troops and military supplies of the United States under the orders of the proper military authorities, at the rates of fare and tolls allowed for such service to Northern railroads.

It further appears that the rate of interest was fixed in said bonds at 7.3 per cent from the respective dates of said bonds.

The Court being of the opinion that the lien of the United States is superior to the lien of the State of Tennessee on the rolling stock so sold to the McMinnville & Manchester Railroad Company, but that as to the iron rails so sold as aforesaid, the same having been affixed and fastened to the roadbed, became a fixture of the road, so that the prior mortgage

of the State of Tennessee attached thereto. It is therefore ordered, adjudged and decreed that the United States recover of the McMinnville & Manchester Railroad Company the sum of \$20,130 with interest at the rate of 7.3 per cent per annum from the 14th day of February, 1866, and also the further sum of \$26,198.54, with interest at the rate of 7.3 per cent per annum from the 6th day of June, 1866, making in all the sum of \$102,657.09, less such amounts as may be shown upon the reference herein ordered to be due and owing from the United States to the McMinnville & Manchester Railroad Company for the transportation of mail and troops and military supplies of the United States transported on said road under the orders aforesaid; and less also such balance as may be found in favor of the United States against the Memphis & Charleston Railroad Company upon the reference herein ordered, and when such balance is collected.

It is further ordered that an account be stated by the clerk, and a reference is ordered for that purpose, showing how much of the rolling stock sold by the United States to the McMinnville & Manchester Railroad Company, including engine tenders and cars of every description, went into possession of the Memphis & Charleston Railroad Company at its value at the time it went into the possession of the Memphis & Charleston Railroad Company, and charge the Memphis & Charleston Railroad Company with that amount.

Also what amount is due from the United States to the said Memphis & Charleston Railroad Company for transportation of mail, United States troops and military supplies of the United States over the McMinnville & Manchester Railroad during the time said Memphis & Charleston Railroad remained in possession of said McMinnville & Manchester Railroad.

. . . . . And it is ordered, adjudged and decreed, that the United States recover of the Memphis & Charleston Railroad Company said balance, and that when said balance is collected the amount of same be credited upon the recovery herein had in favor of the United States against the McMinn-



ville & Manchester Railroad Company. He will also report the balance in favor of the United States against the McMinnville & Manchester Railroad Company.

It is further ordered that as it does not satisfactorily appear that the Nashville, Chattanooga & St. Louis Railway Company received into its possession any of the rolling stock originally sold as aforesaid by the United States to the McMinnville & Manchester Railroad Company to the United States, as charged in the amended bill.

It is ordered that the original and amended bills be dismissed as to the Nashville, Chattanooga & St. Louis Railway Company.

[*Circuit Court, U. S., Middle District Tennessee, Minute Book Q, page 393.*]

The Master reported, and upon his report judgments were entered as follows:

Judgment in favor of the United States vs. the McMinnville & Manchester Railroad for \$98,713.80, and against the Memphis & Charleston Railroad for \$5,663.68.

[*Minute Book Q, page 183.*]

**Message of Governor William B. Bate to the Tennessee General Assembly, January 12, 1885.**

In this connection I desire to state that an Act, passed by the Thirty-seventh General Assembly, authorizing the Governor to make arrangements to guard the interests of the State in a suit then pending in the Federal Court at Nashville, wherein the United States Government had sued the McMinnville & Manchester Railroad Company for \$67,000. The State having sold said McMinnville road, its rails, engines, etc., to the Memphis & Charleston Railroad Company, the purchasers required that the State should hold them harmless as to the result of said suit, and to do so there was sub-



sequently deposited in the Fourth National Bank one hundred and twenty-seven bonds of the State, for \$1000 each, as collateral; the said suit was not terminated until within the last few months, resulting in a judgment against said McMinnville & Manchester Railroad Company, including costs, of \$10,386. The decree of the court directed the sale of said bonds for the said judgment and cost. To prevent said sale, with accumulated cost and issuance of execution, upon consultation with the Attorney General of the State, Treasurer and Comptroller, it was thought best for the State that the Treasurer should pay the judgment and take up the one hundred and twenty-seven bonds. This was done, and the said bonds are in the hands of the Treasurer, awaiting your action. It is hoped our cause meets with your approval. I suggest the said one hundred and twenty-seven bonds, for \$1000 each, be canceled, and filed away as other canceled bonds are.

[*House Journal, 1885, Tennessee Legislature, pages 94, 95.*]

**Extracts from Message of Governor William B. Bate  
to the Tennessee General Assembly, January 6,  
1887.**

Under the Act of March 29, 1872, there were deposited in the Fourth National Bank, of Nashville, by the Louisville & Nashville Railroad Company, \$400,000 in State bonds, the interest upon which now amounts to about \$400,000, making a total of about \$800,000. An examination of the Act referred to will show the nature of the deposit and of the State's interest in the bonds. These bonds have remained in the vaults of the bank for many years. The property belongs to the State, and may be classed as so many bonds which will not be presented for funding, and certainly something in regard thereto looking to the cancellation of these bonds should be done.

[*House Journal, 1887, page 144.*]

I have received a letter from the Hon. James D. Porter, Acting Secretary of State of the United States, of which the following is a copy:

DEPARTMENT OF STATE, }  
WASHINGTON, Oct. 9, 1886. }

*To the Hon. William B. Bate, Governor of Tennessee:*

SIR—I have the honor to call your attention to the inclosed copy of a letter today received from the Treasurer of the United States in regard to the withholding of any money due certain States, as provided in Section 3481 of the Revised Statutes, said States being in default in the payment of money due the United States by reason of stocks or bonds issued by said States, and held in trust by the United States, which is sent you for your information.

I have the honor to be, sir, your obedient servant,

(Signed)

JAMES D. PORTER,  
*Acting Secretary.*

The inclosure is as follows:

TREASURER OF THE UNITED STATES, }  
WASHINGTON, D. C., October 8, 1886. }

*To the Honorable Secretary of State:*

SIR—Referring to Section 3481, Revised Statutes of the United States, providing for the retention of money due from the United States to any State that may be in default in the payment of principal and interest on stocks or bonds issued by said State, and held in trust by the United States, I have the honor to call your attention to the following States whose bonds are held in this office in trust, on which principal and interest are due and unpaid, and to request that moneys due any of said States be withheld, and this office advised of such action: Arkansas, Florida, Louisiana, North Carolina, South Carolina, Tennessee, Virginia.

Very respectfully,

C. N. JORDAN,  
*Treasurer United States.*

In a letter addressed by me to the Assistant Secretary of the United States, asking information as to what stocks or bonds issued by the State of Tennessee, as to the payment of which, or interest on the same, the State is in default, I have received a schedule, prepared in the office of the Treasurer of the United States, herewith transmitted, and which shows the following statements:

Bonds of Tennessee held by the United States for the Indian Trust Fund .....	\$314,666 66 $\frac{2}{3}$
Bonds of Tennessee owned by the United States.....	21,000 00
Amount due the State from the United States, and withheld .....	\$10,699 49

[*Tennessee House Journal*, 1887, pages 151-52.]

## Report of Committee on War Claims.

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FIFTY-THIRD CONGRESS, SECOND SESSION, HOUSE OF REPRESENTATIVES—REPORT NO. 715—ADJUSTMENT OF CERTAIN CLAIMS AGAINST THE STATE OF TENNESSEE, ETC.

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*April 17, 1894*—Committed to the Committee of the Whole House on the State of the Union and ordered to be printed.

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Mr. Enloe, from the Committee on War Claims, submitted the following report, to accompany Senate Resolution 61:

The Committee on War Claims, to whom was referred the Senate resolution (S. R. 61) providing for the adjustment of certain claims of the United States against the State of Tennessee and certain claims of the State of Tennessee against the United States, submit the following report:

This resolution was presented in the Senate February 12, 1894, and was favorably reported upon by the Committee on Military Affairs, to whom it was referred.

After a careful investigation of the facts involved, your committee adopt the report of the Senate, a copy thereof being hereto attached and made a part of this report, and recommend that the resolution do pass.

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SENATE REPORT NO. 245, FIFTY-THIRD CONGRESS, SECOND SESSION.

Mr. Cockrill, from the Committee on Military Affairs, submitted the following report, to accompany Senate Resolution 61:

The Committee on Military Affairs, to which was referred the resolution (S. R. 61) providing for the adjustment of

certain claims of the United States against the State of Tennessee and certain claims of the State of Tennessee against the United States, have duly considered the same and submit the following report:

This joint resolution was submitted to the Attorney General for his consideration, and was approved by him, as shown by the following letter:

DEPARTMENT OF JUSTICE, }  
WASHINGTON, D. C., Feb. 10, 1894. }

*Hon. Isham G. Harris, United States Senate:*

MY DEAR SIR—I have examined the proposed joint resolution, a copy of which is annexed to this letter, and trust the same will meet the approval of Congress. Its terms seem to me to adequately protect the interests of the United States, and its passage will facilitate the settlement of a controversy that ought to be settled without delay.

Very truly yours,

RICHARD OLNEY,  
*Attorney General.*

The resolution was also submitted to the Secretary of War for his consideration and report, and was returned by him with the following indorsement:

[First indorsement.]

WAR DEPARTMENT, }  
WASHINGTON, D. C., Feb. 20, 1895. }

Respectfully returned to the Chairman of the Committee on Military Affairs, United States Senate, inviting attention to the inclosed report of the Quartermaster General, dated the 19th instant, and to the copies of the papers therein referred to.

DANIEL S. LAMONT,  
*Secretary of War.*

The letter of the Quartermaster General and the exhibits therein referred to, are as follows:

WAR DEPARTMENT, QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., February 19, 1894. }

*The Secretary of War:*

SIR—I have the honor to return Senate Resolution No. 61, entitled, “Joint resolution providing for the adjustment of certain claims of the United States against the State of Tennessee and certain claims of the State of Tennessee against the United States,” transmitted February 13, 1894, by the Chairman of the Committee on Military Affairs, United States Senate, to the Secretary of War, with request for any information relative to the measure in possession of the War Department, and referred by the Secretary of War to the Quartermaster General for report.

These claims on the part of the United States are based upon the purchase of railroad rolling stock and material by certain railroads, authorized by orders of the President of the United States, dated, respectively, August 8 and October 14, 1865, to Maj. Gen. George H. Thomas, commanding military division of Tennessee, copies herewith.

A report in these matters was made by the Quartermaster General to the Secretary of War, November 7, 1893, upon inquiry of Hon. N. N. Cox, House of Representatives, of October 12, 1893, as to status of the claims of the Memphis, Clarksville & Louisville, McMinville & Manchester, Edgefield & Kentucky and Winchester & Alabama Railroads, growing out of the purchase of railroad rolling stock and material from the United States by these companies at the close of the war of the rebellion, a copy of which is inclosed.

This report shows that the Secretary of War and the Attorney General were empowered jointly to adjudicate and settle the claims of the United States against the first three roads above named, and that they failed to make a settlement.

The Quartermaster General recommended suit on the



accounts of the Memphis, Clarksville & Louisville and the Edgefield & Kentucky Railroad Companies, under the bond of the State of Tennessee executed to secure these debts, but this office has no official information of any action by the Attorney General in these two cases.

In the case of the McMinnville & Manchester Railroad Company, suit was brought and judgment obtained in the sum of \$98,713.86, but the Solicitor of the Treasury, on September 4, 1885, reported that the execution issued upon the judgment was returned by the United States Marshal, noted "No property found."

While the records of this office do not show the existence of any account between the United States and the Winchester & Alabama Railroad, yet upon oral information furnished by Mr. John M. Hickey, for the Hon. N. N. Cox, as a basis for search, since the report of November 7, 1893, this office has found certain correspondence relating to the removal of iron from that road to repair other lines employed for military purposes, copies of which are inclosed.

The following information is furnished in the case in the report of the Quartermaster General to the Secretary of War of April 30, 1872: "The United States removed about 41½ miles of iron, including chairs and spikes, from the Winchester & Alabama Railroad in January, 1864. No claim has ever been presented by the State of Tennessee for this iron.

"The Government, in 1865, sold new railroad iron, at Chattanooga, Tenn., for \$80 per ton. The iron taken from the Winchester & Alabama Railroad having been used could not have been worth so much as new iron."

It is admitted on the part of the Company that the iron was in use about three years at the time it was taken by the United States.

Gen. McCallum, director military railroads, reported to the Quartermaster General, May 28, 1866, that the weight of the iron taken was not known, but the quantity (4163 tons 560 pounds) claimed by the agents of the Company may be nearly correct.

It appears that the State of Tennessee took possession of this road, as the bonds of the State to the amount of \$480,000 had been advanced to the Company, the interest upon which said Company had failed to pay as provided by law.

The debts of the first three companies named, increased by addition of accrued interest to date, February 15, 1894, are as follows:

Memphis, Clarksville & Louisville.....	\$968,682 14
McMinnville & Manchester.....	144,653 28
Edgefield & Kentucky.....	357,211 46

It also appears that the United States took 41½ miles of rails (about 4163 tons 560 pounds) in January, 1864, which, if valued at the price the Government sold new iron in 1865 (\$80 per ton), would amount to \$333,062.40.

It is understood to be the purpose of the joint resolution to recognize the last-mentioned claim, and to allow the same as an offset against the indebtedness of the other roads to the United States secured by the bonds of the State of Tennessee.

Very respectfully,

R. N. BATCHELDER,  
*Quartermaster General, U. S. Army.*

QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., Sept. 28, 1865. }

GENERAL ORDERS }  
No. 56. }

The following order, by the President of the United States, in relation to the relinquishment of the Government's control over all railroads in the State of Tennessee, and their continuations in adjoining States, now occupied by the United States military authorities, and no longer needed for military purposes, is published for the information of all officers and agents of the Quartermaster's Department.

M. C. MEIGS,  
*Brevet Major General, U. S. A., Quartermaster General.*

WAR DEPARTMENT, }  
WASHINGTON, D. C., August 8, 1865. }

*Maj. Gen. George H. Thomas, Commanding Military Division  
of Tennessee, Nashville, Tenn.:*

GENERAL—It having been determined by the Government to relinquish control over all railroads in the State of Tennessee, and their continuations in adjoining States, that have been in charge of and are now occupied by the United States military authorities, and no longer needed for military purposes, you are hereby authorized and directed to turn over the same to the respective owners thereof at as early a date as practicable, causing, in all cases of transfer as aforesaid, the following regulations to be observed and carried out:

1. Each and every company will be required to reorganize and elect a board of directors, whose loyalty shall be established to your satisfaction.

2. You will cause to be made out in triplicate, by such person or persons as you may indicate, a complete inventory of the rolling stock, tools and other materials and property on each road.

3. Separate inventories will be, in the same manner, made of the rolling stock and other property originally belonging to each of said roads, and that furnished by and belonging to the Government.

4. Each Company will be required to give bonds satisfactory to the Government that they will, in twelve months from the date of transfer as aforesaid, or such other reasonable time as may be agreed upon, pay a fair valuation for the Government property turned over to said companies, the same being first appraised by competent and disinterested parties at a fair valuation, the United States reserving all Government dues for carrying mails and other service performed by each company, until said obligations are paid; and if, at the maturity of said debt, the amount of Govern-

ment dues, retained as aforesaid, does not liquidate the same, the balance is to be paid by the company in money.

5. Tabular statements will be made of all expenditures by the Government for repairing each road, with a full statement of receipts from private freights, passage and other sources; also a full statement of all transportation performed on Government account, giving the number of persons transported and amount of freight, and the distance carried in each case—all of said reports or tabular statements to be made in triplicate, one each for the Secretary of War, the military headquarters of the Department, and the railroad company.

6. All railroads in Tennessee will be required to pay all arrearages of interest due on the bonds issued by that State prior to the date of its pretended secession from the Union, to aid in the construction of said roads, before any dividends are declared or paid to the stockholders thereof.

7. Buildings erected for Government purposes on the line of railroads, and not valuable or useful for the business of said companies, should not form a legitimate charge against such companies; nor should they be charged for rebuilding houses, bridges or other structures which were destroyed by the Federal army.

8. You are authorized to give any orders to Quartermasters within your division, which you may deem necessary to carry into execution this order.

By order of the President.

EDWIN M. STANTON,  
*Secretary of War.*

QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., October 23, 1865. }  
GENERAL ORDERS }  
No. 62. }

The following order, by the President of the United States, in relation to executive order of August 8th, 1865, extending

the provisions and benefits of the same to all railroads within the limits of the Military Division of the Tennessee desiring to purchase railroad rolling stock and material from the United States for the purpose of repairing the losses of the war, is published for the information of all officers and agents of the Quartermaster's Department.

M. C. MEIGS,

*Brevet Major General, U. S. Army, Quartermaster General.*

WAR DEPARTMENT,  
WASHINGTON, D. C., October 14, 1865. }

*Maj. Gen. George H. Thomas, Commanding Military Division  
of the Tennessee, Headquarters, Nashville, Tenn. :*

GENERAL—The provisions and benefits of the executive order of 8th of August are hereby extended to all railroads within the limits of your command desiring to purchase railroad rolling stock and material from the United States for the purpose of repairing the losses of the war. You are also authorized to direct the sale to any such railroads of rolling stock now within the limits of your command, and not needed by the United States for actual use, upon the following conditions, if they are preferred to the terms of the order of August 8, and the individual security required by you under that order.

You will take care that this property is distributed among the several roads in proportion to their actual needs, and that none is sold to any railroad in excess of the reasonable requirements of its business, or to be used for purposes of speculation, sale or hire to other roads. You will require from all such railroad companies satisfactory bonds, in the form herewith inclosed, binding them to the payment to the United States of the full appraised value of the property sold to them, in equal monthly installments, with interest at the rate of 7.3 per cent per annum, within two years; credit being allowed to them, on the first of each month, for any service of military transportation rendered by them during

the preceding month, at the established rates now allowed to Northern railroads for such service.

Full reports of all sales under this order will be made to the War Department, from time to time, as required by existing orders.

The serviceable railroad iron in possession of the Quartermaster's Department at Chattanooga and Nashville is excepted. It will be sold only for cash at the prices fixed by the War Department.

By order of the President.

EDWIN M. STANTON,  
*Secretary of War.*

WAR DEPARTMENT, QUARTERMASTER GENERAL'S OFFICE, }  
WASHINGTON, D. C., November 7, 1893. }

*The Secretary of War:*

SIR—I have the honor to return herewith inquiry of Hon. N. N. Cox, House of Representatives, of October 12, 1893, as to the status of the claims of the Memphis, Clarksville & Louisville, McMinnville & Manchester, Edgefield & Kentucky and Winchester & Alabama Railroads, growing out of the purchase of railroad material from the United States by these companies at the close of the war of the rebellion.

The records of this office show that by Act of February 27, 1875 (18 Stat., part 3, p. 335), the Secretary of War and the Attorney General were empowered jointly to adjudicate and settle the claims of the United States against certain indebted railroads therein named, in which the first three roads mentioned by Mr. Cox were included. These three roads, however, failed to settle under this Act.

The Quartermaster General, therefore, on July 10, 1876, transmitted to the Secretary of War a statement of the account of the Memphis, Clarksville & Louisville Railroad Company (copy herewith) showing the amount due the United States July 1, 1876, to be \$532,501.03. To show the *present* indebtedness of this company there has been added the



amount of accrued interest to October 31, 1893, at 7.3 per cent, the rate fixed by bond securing the debt, and the amount of all payments and credits by services to date has been deducted, showing that the amount of the claim of the United States against the Memphis, Clarksville & Louisville Railroad Company at present is \$961,471.80.

A similar statement of the debt of the Edgefield & Kentucky Railroad Company, prepared by the Quartermaster General June 22, 1876 (copy herewith), showed due at that time \$206,083.37. The interest has been added and credits deducted to October 31, 1893, as above described, and the debt of this company now appears to be \$354,755.32.

The Quartermaster General recommended suit on the accounts of these two companies under the bond of the State of Tennessee executed to secure these debts, but this office has no official information of any action by the Attorney General in these cases.

A statement of the case of the McMinnville & Manchester Railroad Company, submitted to the Secretary of War by the Quartermaster General August 25, 1871 (copy herewith), contains all the data upon which the account between this company and the United States is based. A statement of the account of this road, of date December 7, 1882, attached thereto, shows that on May 31, 1882, there was due the United States by the company \$106,866.31. The debt of this company to October 31, 1893, is increased by addition of accrued interest to \$143,658.01. Suit was brought and judgment obtained against the company, but the Solicitor of the Treasury reports that the execution issued upon the judgment was returned by the U. S. Marshal noted "No property found."

The records of this office fail to show the existence of any account between the United States and the Winchester & Alabama Railroad Company.

Very respectfully,

R. N. BATCHELDER,

*Quartermaster General, U. S. Army.*

OFFICE DIRECTOR AND GENERAL MANAGER,  
MILITARY RAILROADS, UNITED STATES,  
WASHINGTON, D. C., May 28, 1866. }

Respectfully returned to the Quartermaster General.

I have been informed that orders were given by General Grant, in November, 1863, to J. B. Anderson, then General Manager Military Railroads, Division of the Mississippi, to take up the iron of the Winchester & Alabama Railroad and use it to repair other lines employed for military purposes.

On the 26th of November, 1863, an agreement was made with Gould & Davenport to do the work, which was accomplished during December and January following.

Forty-one and one-half miles of track in all were removed, but this included the sidings as well as main track.

The weight of iron is not known, but the quantity, 4163 tons 560 pounds, claimed by the agents of the company must be nearly correct. It can be determined accurately by weighing rails, or by referring to the original bills of sale or lading, if still in existence.

The iron and other materials were taken and used by the military authorities at a time when most valuable to them, and the purchase of an equal quantity at the North was thereby rendered unnecessary. I regard it as just and fair that the iron and materials should be restored to the railroad company, or that compensation should be made for it.

D. C. McCALLUM,

*Bvt. Brig. Gen., Director and General Manager Military Railroads, U. S.*

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[GENERAL NATURE—No. 41.]

AN ACT

TO PROVIDE FOR THE COLLECTION OF DEBTS DUE FROM  
SOUTHERN RAILROAD CORPORATIONS, AND FOR OTHER  
PURPOSES.

WHEREAS, Certain suits are now pending in the United States Courts within the State of Tennessee against certain

railroad corporations in that State, on account of property sold to said corporations by the Government, which suits are contested by the defendant corporations; and,

WHEREAS, It is for the interest of the Government to speedily adjust and collect the claims of the United States while avoiding litigation and loss by the insolvency of any such railroad; therefore,

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of War be, and is hereby, authorized and required, if he shall deem it advisable, by and with the advice of the counsel of record in such suits for the United States, and Attorney General of the United States, to compromise, adjust, and settle the same upon such terms as to amount and time of payment as may be just and equitable, and best calculated to protect the interests of the Government.

Approved March 3, 1871.

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[NOT OF GENERAL NATURE—No. 30.]

AN ACT

TO PROVIDE FOR SETTLEMENTS WITH CERTAIN RAILWAY COMPANIES.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of War and Attorney General are hereby authorized and empowered jointly to adjust and settle the claims of the United States against—

The Alexandria, Loudon & Hampshire,  
The Edgefield & Kentucky,  
The Knoxville & Kentucky,  
The McMinnville & Manchester,  
The Mobile & Ohio,  
The Memphis, Clarksville & Louisville,  
The Memphis & Little Rock,

The Nashville & Northwestern,  
The Southwestern Branch Pacific Railroad of Missouri,  
The Selma, Rome & Dalton Railroad Companies,

And all persons and corporations having any interest in the subject growing out of the sale and transfer by the United States of any rights or property to said railway companies above named, respectively, in the years 1865 and 1866, or both, by making such abatement in the amount of such claims, respectively, as shall be deemed just, in respect of an overvaluation, if any, of the property sold, not exceeding twenty-five per centum of the valuation of the property in each case, as made under the authority of the War Department on the occasion of such sales; *Provided*, That such settlements shall be made within one year next after the passage of this Act; and that good and sufficient security be given to the United States by or on behalf of the parties in interest, respectively, who do not pay in cash at the time of settlement, for the payment, with interest, of such sums as shall, on such settlements, be so found due, at such times within ten years as may be agreed upon.

SEC. 2. That this Act shall not be construed so as to produce or authorize any delay in the prosecution of said claims, respectively, other than as aforesaid; and each of said claims not so settled and disposed of as aforesaid shall be prosecuted and enforced according to existing obligations. In such settlements no allowance shall be made in respect of any matter occurring prior to such sales and transfers, nor otherwise, except such payments as may have been made in cash, and such credits for transportation as the general course of the business regulations of the Department authorizes. And in any such settlements the said Secretary and Attorney General shall, as a condition thereof, take a full release from the other parties, respectively, of all claims and demands of every name and nature theretofore existing, if any such there be, against the United States.

Approved February 27, 1875.

[PUBLIC—No. 63.]

AN ACT

TO AUTHORIZE THE SECRETARY OF WAR TO OPEN AND RE-ADJUST THE SETTLEMENT MADE BY THE UNITED STATES GOVERNMENT WITH THE WESTERN & ATLANTIC RAILROAD OF GEORGIA.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Secretary of War is hereby authorized to reopen the settlement made by the United States Government with the Western & Atlantic Railroad of the State of Georgia, and to adjust the same upon the basis and the plan of settlement which was adopted in the settlement made by the Secretary of War with the Nashville & Chattanooga Railroad Company, the East Tennessee & Georgia Railroad Company, and the Nashville & Decatur Railroad Company, under the authority of the Act of Congress approved March 3, 1871.

SEC. 2. That when said claims have been adjusted in pursuance of the provisions of this Act, the Secretary of War be, and he is hereby, authorized to issue his warrant on the Treasury of the United States to the Governor of Georgia, or his order for the amount of money it is found ought to be refunded to said railroad on account of said settlement.

Approved March 3, 1877.

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The foregoing letters, orders, reports and laws fully explain the situation and the importance of a proper adjustment.

Your committee believe that this resolution will provide and secure the proper tribunal for an honest and full settlement, protecting fully the interests of the government, and doing no wrong to the State of Tennessee, and therefore report the resolution back to the Senate favorably, and recommend its passage.

**Extract from the Report of E. B. Craig, Treasurer of Tennessee, read December 20, 1894, to the Forty-Ninth General Assembly of Tennessee.**

The funding of the bonded indebtedness of the State under the Funding Act of 1883 is practically completed. A majority of the bonds yet to be presented for funding are those held by the United States Government, and those held in trust by the Fourth National Bank of Nashville, until a settlement is effected between the State and the United States Government as regards three notes, amounting to \$455,808.31, given by Governor Brownlow in June, 1866, for property and railroad material sold to the Edgefield & Kentucky and the Memphis, Clarksville & Louisville Railroads.

My predecessors have from time to time called the attention of the Legislature to these matters, but nothing definite seems to have been done since 1879. At any rate, the fact that this business is unsettled is a source of menace to the officials in charge of the finances of the State. The amount of our State bonds held by the government is \$335,666.66 $\frac{2}{3}$ , consisting as follows:

Five per cent bonds, with interest from July 1, 1876....	\$ 40,000 00
Five per cent bonds, with interest from July 1, 1869....	125,000 00
Five and one-fourth per cent bonds, with interest from January 1, 1861.....	66,666 66
Six per cent bonds, with interest from January 1, 1861..	104,000 00

The claim of the State against the United States Government is in the shape of an open unadjusted account, and the items must be settled by agreement or proof. It is getting more and more difficult to furnish the latter, owing to the lapse of time, death of witnesses, etc. Already the matter has been delayed nearly thirty years. The United States Government can well afford to sit still, as its debt is evidenced by our State bonds, and they are steadily accumulating interest. The government may, at any time, call upon the



State to fund them under the Act of 1883, or may sell them in the open market, when the same result will follow. If these bonds are presented to be funded under the Funding Act of 1883, the new bonds necessary for the purpose would amount to \$450,487. Not only so, but under said Act the State would be called upon to furnish, in cash, \$234,178.15 to pay the accumulated interest on the bonds from July 1, 1883, the date of the new bonds. I earnestly urge that such steps be taken as will result in a speedy settlement between the State and government, and I am strongly persuaded that if such settlement is made, and the State receives all the credits she is entitled to, there will not only be a relief from her indebtedness, but probably a balance in favor of the State. But the matter is more and more difficult with the lapse of years.

#### **House Joint Resolution No. 25.**

WHEREAS, There are large and unsettled claims between the United States and the State of Tennessee; and

WHEREAS, On April 1, 1872, there was passed by the General Assembly an Act authorizing the Governor to settle said claims; it is therefore

*Resolved by the Senate and House of Representatives of the General Assembly of Tennessee,* 1. That the Governor shall appoint three attorneys at law, with the approval of the Funding Board, as agents of the State, whose duty it shall be to get up the necessary testimony and prosecute said claim, under the direction of the Governor.

2. The Treasurer shall, from time to time, advance to said attorneys the necessary expenses incurred by them in the preparation and prosecution of said claims, but the compensation for said services to said attorneys shall be left to the approval of the next General Assembly.

3. The Funding Board is hereby directed not to fund any of the bonds of this State held by the United States, nor to

pay any of the coupons or interest thereon until a settlement between the United States and the State of their mutual claims has been effected.

Adopted May 13, 1895.

Approved May 14, 1895.

[*Acts of Tennessee, 1895, page 498.*]

## PART II.

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### Extract from Report of Superintendent of Tennessee School for the Blind.

The United States Government took possession of the building belonging to the school on the entrance of its army into the city, February 25, 1862, for hospital purposes. See certificates of B. M. Failor, Eben Swift and J. M. Study.

The building was so used for some time, and then abandoned. The contents of building were all removed for the use of Quartermaster's Department.

The building was then demolished as a military necessity. See certificates of J. S. C. Morton and Charles H. Erwin.

[*House Journal Supplement, 1865, page 130.*]

See, also, a further report, showing refusal of Quartermaster to pay, page 293 *et seq.*

[*Appendix to Senate Journal, 1867-68.*]

### Rent of Penitentiary.

An effort has been made to collect rent from the government for the use of the penitentiary, as per report of Commissioners, approved August 3, 1865, by Gov. Andrew Johnson, of \$14,015.26, also unassessed rent from August 3, 1865, to September 30, 1865, respecting which no satisfactory conclusion has been reached.

H. G. SCOVEL,  
SAMUEL E. HARE,  
A. B. SHANKLAND,

*Inspectors.*

[*House Appendix, 1865-66, page 101.*]

**Extract from Gov. W. G. Brownlow's Message (1865)  
as to Tennessee School for the Blind.**

The Tennessee Blind School, a State institution in this city, has been utterly destroyed by the Federal forces, and the unfortunate pupils, some forty in number, are distributed among their friends and the friends of humanity. It was not a military necessity that called for the destruction of this institution, but it was the work of recklessness, and if this General Assembly will present the subject to the government at Washington in this light, it is believed that proper steps will be taken to restore this noble charity.

[*Acts 1865, pages 13 and 14.*]

**Destruction of Property of Tennessee Asylum for  
the Insane.**

The account following, which was made out and proven before the President of the Board of Trustees, and given to the Military Governor, now President of the United States, for collection, but which was never collected, will give some general idea of the more than ordinary improvements demanded here:

THE GOVERNMENT OF THE UNITED STATES

To TENNESSEE HOSPITAL FOR THE INSANE, *Dr.*,

For the destruction of the following property belonging to the institution, during the months of November and December, 1862, as follows:

1760 yards 8 feet cedar picketing on the pike, at 35 cents per yard.....	\$ 616 00
2148 yards 1 foot cedar picketing on the farm, at 35 cents per yard.....	751 80
5222 yards 5 feet cedar picketing on the farm, at 35 cents per yard.....	1,827 70

135 panels of cedar rail fence, 10 rails high, at 80 cents per panel. . . . .	\$ 108 00
Injury to stone wall and destruction of flood-gate. . . . .	50 00
Dry seasoned wood, taken by General Sells' division, 50 cords, at \$4 per cord . . . . .	200 00
Cutting 55 cords of wood on farm, at \$2 per cord . . . . .	110 00
Brick kiln, containing from 125,000 to 133,000 brick. . . . .	. . . . .
60 tons of clover hay, at \$6 per ton. . . . .	360 00
Clothing bought of Lusky. . . . .	106 00
Total. . . . .	<hr/> \$3,513 50

[*Report of Superintendent, House Appendix, 1867-68, page 159.*]

**Title Bond to Land Purchased from the University  
of Nashville.**

*Know all men by these presents:* The University of Nashville is held and firmly bound unto the State of Tennessee for the use of the Trustees of the Blind Asylum, a certain piece or parcel of land situated in South Nashville, Davidson County, Tennessee, it being a triangular piece of ground as laid off in the plot made by J. B. Clement, bounded by the Lebanon Turnpike, Asylum Street, and a twenty-foot alley, with the exception of the small portion adjoining the spring, which is secured for the purpose of making said spring a public one, as will be seen by said plot, for the sum of fifteen hundred dollars, to be paid as follows: Five hundred dollars on the 8th of March, 1853; five hundred dollars on the 8th of March, 1854; five hundred dollars on the 8th of March, 1855.

Now, if the purchase money being paid, the said University shall make to the said State of Tennessee a general warrantee deed in fee simple to the said lot, with a clause that the said State is to use the same only for the purpose of permitting an Asylum for the Blind to be erected thereon, to be occupied only for that purpose, and should it cease to be so occupied, the said described lot shall revert back to the University, then this obligation to be null and void, otherwise to remain in full force and effect.

Witness the seal of said University hereto affixed, by order of the Board of Trustees, this 8th of March, 1852, and the signature of the Board of Trustees of said University.

A. V. S. LINDSLEY,  
*Secretary Board of Trustees.*

[*Senate Appendix, 1869-70, page 466.*]

**Message of Governor James D. Porter, 1879.**

I have had the claim of the State against the United States for keeping prisoners from the year 1862 to 1871 allowed. The State will realize the sum of \$26,256.81 in cash, after paying costs of prosecuting same.

[*Tennessee Senate Appendix, page 24.*]

C. S. L.: J. J. V.

Sept. 24, 1895.

NASHVILLE, TENN.



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